

## **EXHIBIT 17**

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**In the Matter Of:**

**MACRIS vs EXPERIAN INFORMATION SOLUTIONS**

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**MARK MACRIS**

*April 25, 2018*

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MARK MACRIS  
MACRIS vs EXPERIAN INFORMATION SOLUTIONS

April 25, 2018

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1 UNITED STATES DISTRICT COURT

2 WESTERN DISTRICT OF NEW YORK

3 -----  
4 MARK K. MACRIS,

5 Plaintiff,

6 -vs-

7 EXPERIAN INFORMATION SOLUTIONS, INC  
8 And SPECIALIZED LOAN SERVICING LLC,

9 Defendants.  
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11 Examination Before Trial of MARK  
12 MACRIS, held before Shannon Gallagher, Notary  
13 Public, at The Law Offices of Kenneth Hiller,  
14 6000 North Bailey Avenue, Amherst, New York,  
15 on Wednesday, April 25th, 2018 at 10:00 a.m.  
16 ending at 2:06 p.m. pursuant to notice.  
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MARK MACRIS  
MACRIS vs EXPERIAN INFORMATION SOLUTIONS

April 25, 2018  
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1 A P P E A R A N C E S:

2  
3 ATTORNEYS FOR THE PLAINTIFF:

4 LAW OFFICES OF KENNETH HILLER, PLLC  
5 BY: SETH J. ANDREWS, ESQ.  
6 6000 North Bailey Avenue, Suite 1A  
7 Amherst, New York 14226  
8 (716) 564-3288

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10 ATTORNEYS FOR SPECIALIZED  
11 LOAN SERVICING LLC:

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W I T N E S S E S

WITNESS	EXAMINATION	PAGE
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E X H I B I T S

EXHIBIT	DESCRIPTION	PAGE
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Exhibit C	Document	5
Exhibit D	Discovery documents	5
Exhibit E	Plaintiff's response	5
Exhibit F	Plaintiff's amended response	5
Exhibit G	Amended and restated note	5
Exhibit H	Commitment	5
Exhibit I	Loan documents	5
Exhibit J	Document	5
Exhibit K	Document	5
Exhibit L	Document	5
Exhibit M	Document	5
Exhibit N	Documents	5
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Exhibit P	Reports	5
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1	Exhibit S	Letter	5
2	Exhibit T	Document	5
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4	Exhibit V	Disclosure	30

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1 (Exhibits A through U were marked for  
2 identification)

3  
4 The following stipulations were entered  
5 into by counsel:

6  
7 It is hereby stipulated by and between the  
8 attorneys for the respective parties hereto  
9 that the oath of the Referee is waived, that  
10 signing, filing and certification of the  
11 transcript are waived and that all objections,  
12 except as to the form of the questions, are to  
13 be reserved until the time of trial.

14  
15 M A R K M A C R I S  
16 270 Miller Road, Getzville, New York, having  
17 been first duly sworn, was examined and  
18 testified as follows:

## EXAMINATION

19  
20  
21 BY MR. MCGRATH:

22 Q. Good morning, Mr. Macris.

23 A. Good morning.

24 Q. My name is Brian McGrath. I'm an attorney for  
25 the defendant, Specialized Loan Servicing LLC,

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1 and we're here today for your deposition. Has  
2 that been explained to you today; that's why  
3 you're here?

4 A. Yes.

5 Q. Before we get started I just want to go over  
6 some ground rules to make this deposition  
7 easier and less painful for all of us here.  
8 The first ground rule is because we do have a  
9 court reporter here and she's taking down  
10 everything that you say, that I say, that we  
11 don't want to talk over each other.

12 So if I'm talking, just indicate to me if  
13 you need to interrupt. Let me stop and then  
14 you can talk. Along those lines, because she  
15 is human and needs to hear everything, try and  
16 speak up, speak slowly, and answer all the  
17 questions with a verbal answer as opposed to a  
18 head nod or uh-uh or something like that.  
19 Usually try and use something like yes, no.  
20 Use a verbal response. It usually is better  
21 for the court reporter to track what you've  
22 said.

23 Will you agree that if you don't  
24 understand my questions today you will say I  
25 don't understand and let me know you don't



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1 understand the question?

2 A. Yes.

3 Q. Okay. And you do understand that you are  
4 under oath, as the court reporter just swore  
5 you in?

6 A. Yes.

7 Q. And you understand that that means you have to  
8 testify truthfully today?

9 A. Yes.

10 Q. Okay. Are you physically able to sit for this  
11 deposition today? Is there anything that  
12 would prevent you from sitting for this  
13 deposition today?

14 A. No.

15 Q. Anything mentally that would render you unfit  
16 to sit in this deposition today?

17 A. No.

18 Q. Have you consumed any alcohol or drugs in the  
19 past eight hours?

20 A. No.

21 Q. And do you understand that unless directed by  
22 your attorney, Mr. Andrews, that you have to  
23 answer all my questions today?

24 A. Yes.

25 Q. Okay. And the last thing, last housekeeping

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1        thing, we're all human, we drink coffee, we  
2        sometimes need to go to the bathroom. If you  
3        need to take a break for any reason to use the  
4        restroom, collect your thoughts, whatever the  
5        case may be, just let me know and we will  
6        stop.

7                The only thing that I would ask is that if  
8        I've asked a question, you answer the question  
9        first, then state you need to take a break and  
10       then we'll stop for the break at that time.  
11       Sound fair?

12       A. Yes.

13       Q. Okay. Let's get on with it. You said you're  
14       at 270 Miller Road in Getzville, correct?

15       A. Yes.

16       Q. How long have you lived at that address?

17       A. Five-and-a-half years.

18       Q. So that would mean you moved there in 2012 or  
19       2013?

20       A. Early 2013.

21       Q. Okay. And prior to living at the Getzville  
22       address, where did you live?

23       A. Williamsville.

24       Q. Do you have a specific address that you  
25       recall?

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1 A. 5804 Sheridan Drive.

2 Q. And how long did you live at that address?

3 A. About almost four years.

4 Q. Okay. So that takes us to somewhere around  
5 2009 you moved there?

6 A. Actually 2010, early 2010. Close to four  
7 years.

8 Q. Okay. And prior to moving to the Sheridan  
9 Drive address, where did you live?

10 A. In Cheektowaga.

11 Q. Do you have a specific address in what I  
12 always thought was Cheektowaga, but apparently  
13 it's Cheektowaga?

14 A. 67 Federal Avenue.

15 Q. And how long did you live at that address,  
16 approximately?

17 A. Two years.

18 Q. So somewhere -- that means you moved there  
19 somewhere in 2008?

20 A. Yes.

21 Q. Do you recall approximately when in 2008?

22 A. September.

23 Q. And prior to living in Cheektowaga, where did  
24 you live?

25 A. Williamsville.

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1 Q. Do you have a specific address?

2 A. 403 Teakwood Terrace.

3 Q. That's in Williamsburg?

4 A. No. Williamsville.

5 Q. That's not in Amherst?

6 A. You can consider it Amherst, but it goes by  
7 Williamsville.

8 MR. ANDREWS: It's a village.

9 Q. So Williamsville is a village within the Town  
10 of Amherst?

11 MR. ANDREWS: Yeah.

12 Q. Okay. And when did you move to the 403  
13 Teakwood Terrace address?

14 A. October of 2006.

15 Q. We can stop making you go backwards because we  
16 got to the property in question of this  
17 lawsuit. The 403 Teakwood Terrace address,  
18 did you live there with anybody?

19 A. Yes.

20 Q. Who did you live there with?

21 A. My wife at the time.

22 Q. Okay. And her name was or is?

23 A. Catherine.

24 Q. Anyone else live with you at the 403 Teakwood  
25 address?

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1 A. Our children.

2 Q. How many children do you have?

3 A. I have two.

4 Q. Okay. Boys, girls, one of each?

5 A. A boy and a girl.

6 Q. And when you moved to the 403 Teakwood address  
7 in 2006, was that a home that you had  
8 purchased or were you renting?

9 A. Purchased.

10 Q. Do you recall the purchase price in 2006?

11 A. Approximately \$189,000.

12 Q. And did you procure financing when you  
13 officially purchased it in 2006?

14 A. Yes.

15 Q. Do you recall who financed that purchase in  
16 2006?

17 A. Yes.

18 Q. Can you tell me the name of the bank or  
19 lending company?

20 A. Mortgage broker. I don't recall the bank.

21 Q. And after you purchased the home in 2006 with  
22 what you believe to be mortgage broker or  
23 something along those lines, did you ever  
24 refinance that loan?

25 A. Yes.

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1 Q. Do you recall when you refinanced it?

2 A. Yes.

3 Q. When was that?

4 A. Either January or February of 2008.

5 Q. Okay. All right. We'll come back to that  
6 transaction. Let's talk about -- you said at  
7 the time you moved to the 403 Teakwood address  
8 you were married to Catherine; is that  
9 correct?

10 A. Yes.

11 Q. When did you get married to Catherine?

12 A. August of 2005.

13 Q. Are you still married to Catherine?

14 A. No.

15 Q. Are you separated or divorced?

16 A. Divorced.

17 Q. Do you recall what year you got divorced?

18 A. Finalized July of 2010.

19 Q. When you say finalized, does that mean you  
20 started the divorce proceedings prior to July  
21 of 2010?

22 A. Yes.

23 Q. Okay. Do you recall when?

24 A. Probably -- back that up. 2008, late 2008,  
25 November, December of 2008.



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1 Q. Okay. And late November, December of 2008,  
2 that's when you initiated divorce proceedings?

3 A. Yes.

4 Q. Had anything precipitated that in advance, a  
5 separation, living apart, something --

6 A. Yes.

7 Q. What was that?

8 A. Separation.

9 Q. Do you recall when you separated from your now  
10 ex-wife, Catherine?

11 A. September of 2008.

12 Q. Did you do anything to prepare for this  
13 deposition today?

14 A. Yes.

15 Q. What did you do to prepare for this  
16 deposition?

17 A. I met with my attorney, Seth Andrews.

18 Q. Did you meet with him in person or over the  
19 phone?

20 A. I met with him in person.

21 Q. And when did you meet with him in person?

22 A. Yesterday.

23 Q. Okay. Did you review any documents during  
24 that meeting that refreshed your recollection  
25 on anything?

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1 A. Yes.

2 Q. Okay. What documents were those?

3 A. The initial complaint that we filed, we  
4 reviewed some of the credit report information  
5 from Experian.

6 Q. And again, just so I'm clear here, I'm asking  
7 about specific documents that refresh your  
8 recollection on anything. So you're saying  
9 the complaint and the credit reports refreshed  
10 your recollection on something?

11 A. Yes.

12 Q. And do you know if the credit report that you  
13 reviewed and refreshed your recollection  
14 yesterday has been provided as discovery in  
15 this litigation?

16 A. I don't understand the question.

17 Q. Sure. Let me ask it better. You reviewed a  
18 credit report yesterday you said that  
19 refreshed your recollection, correct?

20 A. Yes.

21 Q. Do you know if that document has been given to  
22 your attorney?

23 A. Yes.

24 Q. Okay. Do you know whether your attorney has  
25 provided a copy of that to me?



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1 A. I don't know.

2 MR. MCGRATH: Can I just ask --

3 MR. ANDREWS: Yeah. It's the July, 2017  
4 report. There's a May, which was  
5 supplemented, and then there's a July 27,  
6 2017, reinvestigation report.

7 MR. MCGRATH: Both those have been  
8 provided? I only have a copy with me of the  
9 May, 2016.

10 MR. ANDREWS: Yeah. You should have the  
11 July. I can give one to you.

12 MR. MCGRATH: Okay. On a break. We'll  
13 get to that later. That's fine.

14  
15 BY MR. MCGRATH:

16 Q. Let's turn to this lawsuit, Mr. Macris. I'm  
17 going to hand you what's been premarked for  
18 identification as Defendant's Exhibit A. When  
19 I refer to defendant, I'm referring to  
20 defendant Specialized Loan Servicing LLC, just  
21 for the record.

22 Experian Information Solutions is not at  
23 this deposition today. They informed counsel  
24 of record that they have a tentative  
25 settlement and were not appearing today but

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1 reserved their rights to potentially take a  
2 deposition.

3 Mr. Macris, have you seen this document  
4 that has been marked for identification as  
5 Defendant's Exhibit A before?

6 A. Yes.

7 Q. And can you identify what this is?

8 A. It's a complaint and demand for a jury trial.

9 Q. Okay. And this is referring to the lawsuit  
10 that you filed against my client as well as  
11 Experian Information Solutions?

12 A. Yes.

13 Q. Okay. And did you assist your attorney, Mr.  
14 Andrews, in preparing this document? Let  
15 me -- strike that. Let me ask a better  
16 question. I shouldn't strike it. She still  
17 writes what I just said. Did you provide your  
18 attorney, Mr. Andrews, information to assist  
19 in the preparation of this documentation?

20 A. Yes.

21 Q. So if there is factual allegations in here on  
22 behalf of plaintiff, Mr. Macris, is it fair  
23 that that information was provided by you to  
24 your attorney?

25 A. Yes.

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1 Q. Okay. So I'd like to direct you to the first  
2 page of that document. It's paragraph 3. Do  
3 you see that paragraph?

4 A. Yes.

5 Q. It states that defendant SLS violated the FCRA  
6 by failing to conduct a thorough investigation  
7 and review all relevant information after  
8 receiving notice of the disputed information.  
9 Do you see that?

10 A. Yes.

11 Q. What is your basis -- what is the basis for  
12 that statement to the extent you know?

13 A. I notified Specialized Loan Servicing over the  
14 phone. I also notified Specialized Loan  
15 Servicing with court documents that alleviate  
16 me from the obligation of this mortgage.

17 Q. I'm going to show you what's been premarked  
18 for identification as Exhibits B and C. I'd  
19 like you to review both at the same time. Do  
20 you recognize what's been premarked for  
21 identification as Defendant's Exhibit B?

22 A. Yes.

23 Q. What do you recognize that to be?

24 A. This is the note when myself and my wife at  
25 the time refinanced the mortgage.

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1 Q. Okay. So is that your signature on page 2 of  
2 Exhibit B?

3 A. Yes, that is my signature.

4 Q. And below your signature is the signature of  
5 Catherine Macris; is that correct?

6 A. Yes.

7 Q. And she was your wife at the time?

8 A. Yes.

9 Q. And the date of this document on the first  
10 page is February 1, 2008, correct?

11 A. Yes.

12 Q. And that's consistent with your testimony a  
13 few minutes ago as to when you refinanced your  
14 mortgage, correct, for the Teakwood Terrace  
15 address?

16 A. Yes.

17 Q. And looking at Exhibit C, do you recognize  
18 what Exhibit C is?

19 A. Yes.

20 Q. What do you recognize Exhibit C to be?

21 A. This appears to be a recording from Erie  
22 County Clerk's Office recording page that  
23 goes -- is returned to Countrywide Home Loans,  
24 who I believe was the bank at the time of the  
25 refinance.

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1 Q. So that's the first page of Exhibit C. What  
2 about the second page through the remainder of  
3 the document that is marked as Exhibit C? Do  
4 you know what that is?

5 A. Appears to be a mortgage note.

6 Q. Okay. And do you see any dates on that page,  
7 which is Bates labeled SLS007? Any dates on  
8 there that identify the date the document --

9 A. On this page, page 2, the only date I see is  
10 February 1st of 2008.

11 Q. Okay. Turning to page SLS012 of Defendant's  
12 C, do you see your name and signature?

13 A. Yes.

14 Q. And is that your name and signature?

15 A. Yes.

16 Q. And do you recall signing this document?

17 A. No. It's ten years ago.

18 Q. Do you have any reason to think that's not  
19 your signature?

20 A. I don't.

21 Q. And you recall refinancing the loan in 2008,  
22 correct, in February?

23 A. I recall refinancing the loan.

24 Q. And below your name and signature appears to  
25 be your ex-wife's name and signature as well

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1 on that page, correct?

2 A. Yes.

3 Q. Going back to Exhibit B, if you would turn to  
4 the second page on Exhibit B, I'd like you to  
5 read to yourself paragraph 9 and just let me  
6 know when you're done. Are you finished  
7 reading that one?

8 A. I'm done.

9 Q. What do you understand in layman's terms  
10 paragraph 9 to mean?

11 MR. ANDREWS: I'm going to object --

12 A. That I am obligated to pay this debt.

13 Q. Okay. And the last sentence of paragraph 9  
14 says any one person signing this note may be  
15 required to pay all of the amounts owed under  
16 this note. Do you see that?

17 A. Yes.

18 Q. So you agree that's what it says?

19 A. Yes.

20 Q. What do you understand that last sentence to  
21 mean?

22 MR. ANDREWS: Same objection. You can  
23 answer.

24 A. That if I sign this, then I am required to pay  
25 this.

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1 Q. Okay. And you testified earlier that that is  
2 your signature on that page, correct?

3 A. Yes.

4 Q. Do you recall after you signed this note and  
5 mortgage, Exhibits B and C in February of  
6 2008, whether you and your then wife did make  
7 payments on this loan?

8 A. Yes.

9 Q. Okay. Do you recall when you made your first  
10 payment?

11 A. We made our first payment initially when we  
12 got this mortgage back in 2006.

13 Q. And turning to page 1 of Exhibit B, you'll see  
14 in paragraph 4 it states that the first  
15 payment was due on April 1, 2008. Do you see  
16 that in paragraph 4?

17 A. Yes.

18 Q. So is that when you would have made the first  
19 payment on this loan?

20 A. Yes.

21 Q. Okay. Do you recall who you made the payment  
22 to at that time?

23 A. No, I don't.

24 Q. Do you recall -- did there come a time when  
25 you stopped making the payments required under

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1 paragraph 2 and 4 of the note?

2 A. Yes.

3 Q. And do you recall when that occurred?

4 A. I don't have a -- I do not have a specific  
5 date.

6 Q. Let's try and narrow it down, then, since  
7 that's understandable. You said you made the  
8 first payment under this note by April 1,  
9 2008, correct?

10 A. Yes.

11 Q. Do you recall whether you made the next six  
12 payments?

13 A. I made the next six payments.

14 Q. Okay. So that takes us to the fall of 2008;  
15 is that correct?

16 A. Yes.

17 Q. Do you recall if you made payments for the  
18 next year? In other words -- let me take  
19 that -- do you recall -- you recalled making  
20 payments from April 1, 2008 through let's say  
21 April 1, 2008 [sic], correct? That puts you  
22 into the fall. Do you recall making payments  
23 for the entire next year?

24 A. No, I don't recall.

25 Q. Okay. But you recall that at some point you



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1 stopped making payments, correct?

2 A. Yes.

3 Q. Okay. Do you recall why you stopped making  
4 payments?

5 A. Yes.

6 Q. Why is that?

7 A. My wife at the time was supposed to make  
8 payments on this.

9 Q. Okay. Help me understand that. At the time  
10 that the payments stopped somewhere in 2009,  
11 is that when you believe the payments stopped?

12 A. Yes.

13 Q. Okay. That your wife was supposed to make the  
14 payments?

15 A. Yes.

16 Q. Was that per an agreement between you and your  
17 wife?

18 A. Yes.

19 Q. Was this a written agreement?

20 A. No.

21 Q. How did that agreement come about? What led  
22 to that agreement?

23 A. Separation.

24 Q. Okay. And I believe you said you separated in  
25 September of 2008, correct?

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1 A. Yes.

2 Q. So at that time you and your wife agreed  
3 between the two of you that she would make the  
4 payments on the loan?

5 A. Yes.

6 Q. But you had nothing in writing, correct?

7 A. No.

8 Q. And you've already stated that you understood  
9 paragraph 9 of this to be that you had to --  
10 either one of you were responsible for this  
11 note, correct?

12 A. Yes.

13 Q. Okay. How did you learn that your wife had  
14 stopped making payments on the loan?

15 A. I don't recall.

16 Q. But you do recall at some point learning that  
17 your wife stopped making payments?

18 A. Yes.

19 Q. Do you recall when you learned that?

20 A. She wanted to refinance the loan.

21 Q. That's something she told you?

22 A. Yes.

23 Q. How did that conversation come up?

24 A. She wanted to refinance the loan to lower the  
25 mortgage payment.

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1 Q. Okay. I understand we're going back to a  
2 period of your life that's not pleasant, so I  
3 appreciate your patience with these questions,  
4 but they're relevant to this litigation.  
5 After your wife stopped making payments on the  
6 loan, did you step in and start making those  
7 payments?

8 A. No.

9 Q. Why not?

10 A. Because we had an agreement.

11 Q. And the we in that is who?

12 A. Myself and Catherine.

13 Q. But there was no agreement with the bank to  
14 that agreement, correct?

15 A. No.

16 Q. So at the time you and your wife entered into  
17 the verbal agreement in 2008 that she would be  
18 responsible for the mortgage, the bank never  
19 told you that you, Mark Macris, were not  
20 responsible to make payments, correct, in  
21 2008?

22 A. The verbal agreement was not in 2008.

23 Q. Okay.

24 A. As you stated.

25 Q. When was the verbal agreement?

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1 A. I would say spring of 2009.

2 Q. So the verbal agreement that you and your wife  
3 reached in the spring of 2009, that agreement  
4 didn't include the bank that financed the  
5 loan, did it?

6 A. No.

7 Q. And nobody from the bank told you in the  
8 spring of 2009 that you didn't need to make  
9 the loan payments, right?

10 A. No.

11 Q. I'd like you to take a look at Exhibit C  
12 again. If you turn to what is Bates labeled  
13 SLS010, I'd like you to look and read to  
14 yourself paragraph 11 and let me know when  
15 you're done reading paragraph 11. Do you  
16 understand paragraph 11?

17 A. Not everything about it.

18 Q. Okay. What, if anything, in paragraph 11 do  
19 you understand?

20 A. My interpretation of it is that a borrower is  
21 not released from a loan.

22 Q. Going back for a minute, are you currently  
23 employed?

24 A. Yes.

25 Q. What is your occupation?

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- 1 A. I am an inspector.
- 2 Q. What type of inspector?
- 3 A. Insurance inspector.
- 4 Q. And do you work currently for some entity?
- 5 A. Yes.
- 6 Q. What's the name of that entity?
- 7 A. The New York Workers' Compensation Rating
- 8 Board.
- 9 Q. Okay. And I believe according to your
- 10 interrogatory responses, they're based out of
- 11 New York City?
- 12 A. Yes.
- 13 Q. But you work here in the Buffalo area,
- 14 correct?
- 15 A. I am a field employee.
- 16 Q. Okay. Do you ever go to their office in New
- 17 York City?
- 18 A. Yes.
- 19 Q. How often?
- 20 A. Maybe once a year, once every other year.
- 21 Q. How long have you worked as an insurance
- 22 inspector for NYWCRB, the acronym --
- 23 A. NYWCIRB.
- 24 Q. Okay. How long have you worked for them?
- 25 A. Six years.

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1 Q. Okay. So if my math is good you started in  
2 2012?

3 A. July of 2012.

4 Q. Okay. And prior to starting as an inspector  
5 with NYWCIRB, did you work anywhere else?

6 A. Yes.

7 Q. Where did you work prior to that?

8 A. I worked for a company called Tyler Fire  
9 Equipment.

10 Q. When did you work for them?

11 A. 2010 to late -- 2010 to 2012.

12 Q. Okay. And where was Tyler Fire Equipment  
13 located?

14 A. Elmira, New York.

15 Q. Elmira is a little ways away from Buffalo,  
16 correct?

17 A. Yes.

18 Q. Did you work in Elmira or did you work in  
19 Buffalo?

20 A. I worked in Buffalo.

21 Q. And prior to working for Tyler Equipment, did  
22 you work anywhere else prior to that,  
23 immediately prior to that?

24 A. Yes.

25 Q. Where was that?

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1 A. I worked in Tonawanda, New York.

2 Q. And who did you work for in Tonawanda?

3 A. Triad Synergy Group.

4 Q. Do you have the approximate dates you worked  
5 there?

6 A. 2009 to 2010.

7 Q. Okay. And what was your position at Triad  
8 Synergy Group?

9 A. Sales rep.

10 Q. What were the sales? What is the thing that  
11 you sell for Triad Synergy Group?

12 A. I don't understand the question.

13 Q. Sure. What is that type of business?

14 A. I sold fire equipment.

15 Q. That explains your next job I suppose.

16 A. Yes.

17 Q. And immediately prior to Triad Synergy Group,  
18 were you employed anywhere else?

19 A. I was an insurance broker and an insurance  
20 agent.

21 Q. Were you an independent insurance broker,  
22 agent, or did you work for an insurance  
23 agency?

24 A. I worked directly for an insurance company and  
25 I also worked for an insurance broker.

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1 Q. Okay. So let's break that down. Were you  
2 working those jobs at the same time or were  
3 they -- did one follow the other?

4 A. One followed the other.

5 Q. Let's go immediately in 2009. Which was that?

6 A. Insurance broker.

7 Q. And do you recall the approximate time period  
8 for that job?

9 A. Yes.

10 Q. Okay. What was that?

11 A. 2008 to 2009.

12 Q. Okay. And what was the name of that insurance  
13 broker?

14 A. EMS Group.

15 Q. What type of insurance was this?

16 A. What do you mean?

17 Q. Home, auto, fire, flood? Did you have a  
18 specific insurance product that you focused  
19 on?

20 A. Insurance is either -- I was a licensed  
21 insurance agent in the State of New York.  
22 Insurance is basically either personal or  
23 commercial. I wrote commercial insurance.

24 Q. What do you mean you wrote it?

25 A. I wrote policies for commercial companies,



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1 liability, commercial auto, Workers'  
2 Compensation.

3 Q. And these policies were written policies that  
4 had clauses and provisions within them?  
5 Describe for me what these written policies  
6 were.

7 A. An insurance policy is a contract.

8 Q. Okay.

9 A. Whether it be for general liability, property,  
10 commercial auto, Workers' Comp. There's  
11 endorsements, exclusions, I could sit and talk  
12 all day about it.

13 Q. When you say you wrote them, what do you mean  
14 you wrote them?

15 A. I wrote the business. When an agent writes an  
16 insurance policy, the insurance carrier is the  
17 one who actually handles the policy. We  
18 service the insured, not and the insurer.

19 Q. Okay. So is it fair to say in that job you  
20 were familiar with reading and understanding  
21 contracts?

22 A. Yes.

23 Q. So during the time you were an insurance  
24 broker from 2008 to 2009, do you know  
25 approximately how many contracts, insurance

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1 contracts you reviewed or read or issued or  
2 wrote?

3 A. Approximately 10 to 15.

4 Q. And immediately prior to being an insurance  
5 broker, you said you were an insurance agent;  
6 is that correct?

7 A. Correct.

8 Q. Okay. And what years were you an insurance  
9 agent? And I think we're probably covered  
10 with your work employment for purposes of this  
11 case.

12 A. 2005 to 2008.

13 Q. And was there -- did you have a specific  
14 employer?

15 A. Yes.

16 Q. Who was that?

17 A. Sentry Insurance Company.

18 Q. Where were they located?

19 A. That is spelled S-E-N-T-R-Y.

20 Q. Thank you. And where were they located?

21 A. Stevens Point, Wisconsin.

22 Q. And did you work in Wisconsin?

23 A. No.

24 Q. Where did you work?

25 A. Buffalo.

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1 Q. And as opposed to your job as an insurance  
2 broker, what did you do as an insurance agent?

3 A. An insurance broker represents multiple lines  
4 of carriers. An insurance agent works  
5 directly for the company and is a direct  
6 writer. I wrote insurance for Sentry  
7 Insurance as a direct writer as opposed to  
8 representing multiple companies.

9 Q. Okay. And so again, this means you were  
10 writing contracts?

11 A. No.

12 Q. Okay. So I thought you just said you wrote  
13 insurance. So help me understand what that  
14 means.

15 A. Insurance is policy. It's -- it's a written  
16 policy.

17 Q. Okay. Did you write these policies?

18 A. No. I don't -- I don't write the policies. I  
19 write the business underneath either Sentry  
20 Insurance or I write it -- when I was a broker  
21 I would write it underneath a desired carrier  
22 who would accept the risk.

23 Q. Okay. Maybe I'm not understanding how we're  
24 using the word write. Are you using the word  
25 writing in terms of underwriting or physically

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1 writing the agreement?

2 A. I'll have to explain it in quite detail.

3 Q. Sure. Go ahead.

4 A. When -- we'll start with Sentry Insurance. I  
5 am a licensed insurance agent in property and  
6 casualty and also licensed in life accident  
7 and health through the New York State  
8 Department of Financial Services. If I go to,  
9 as an example, a machine shop, me working as  
10 an agent for Sentry Insurance, I offer them  
11 the program of an insurance policy. Companies  
12 by law have to carry insurance, property  
13 liability in New York State Workers' Comp by  
14 law, by insurance laws.

15 I would ask them if I could provide them  
16 with a quote of their insurance. Part of my  
17 job as an agent is to verify their operations,  
18 look over what their current insurance program  
19 has to offer, gather information about the  
20 business and the risk, give it to -- report to  
21 my office in Stevens Point, Wisconsin, what  
22 the risk is, what they do.

23 For Workers' Comp I have to look at what  
24 their classification is, their standard  
25 industry classification, and give that to my

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1       underwriting staff. The underwriting staff is  
2       an insurance company as ones that look at an  
3       insurance -- a potential risk and decide if  
4       they want to offer an insurance policy to a  
5       business. So this takes time. If there's  
6       questions that have to be answered, I have to  
7       give this information off to my underwriting  
8       staff.

9               If it is an acceptable risk by the  
10       insurance company, Sentry, they send to me a  
11       package which I provide to the potential  
12       client. Now saying you write is an insurance  
13       term. I wrote the business. I didn't write  
14       this insurance policy, but I wrote the  
15       business. I hope that explains it.

16       Q. Okay. Yeah. Thank you. What is your  
17       educational background?

18       A. I have a college degree.

19       Q. Where is your college degree from?

20       A. Buffalo State College.

21       Q. And is that a BA, a BS? What degree do you  
22       have?

23       A. Bachelor of science.

24       Q. What was your major?

25       A. Criminal justice.

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1 Q. You didn't want to become a lawyer?

2 A. No.

3 Q. What year did you graduate from Buff State?

4 A. 1991.

5 Q. Did you ever pursue any post college graduate  
6 studies anywhere?

7 A. I took courses throughout -- after I finished  
8 my degree at Buffalo State, I took a lot of  
9 secondary courses, insurance courses,  
10 financial planning courses through Bryant &  
11 Stratton College, yes.

12 Q. And did you ever formally matriculate in any  
13 program at Bryant & Stratton or any other  
14 graduate school?

15 A. Yes.

16 Q. Which school?

17 A. Bryant & Stratton College.

18 Q. When did you matriculate in a graduate  
19 program?

20 A. It's not a graduate program. It's a  
21 certificate. Certified financial planner.

22 Q. When did you matriculate in the certified  
23 financial planner program?

24 A. 2008.

25 Q. Did you complete that program?

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1 A. I completed the course program, yes.

2 Q. Did you obtain the certification?

3 A. No, I did not obtain the certification.

4 Q. Why not?

5 A. I decided that at the time that I gained a lot  
6 of great knowledge but I decided not to pursue  
7 a career in the financial services as a  
8 certified financial planner.

9 Q. Okay. Any other graduate level or post  
10 college programs you've taken since 2008?

11 A. No.

12 Q. Any other post college programs other than the  
13 Bryant & Stratton program in 2008?

14 A. No.

15 Q. But you're not a lawyer, right?

16 A. No.

17 Q. Did you understand, going back to Exhibits B  
18 and C, specifically C, did you understand that  
19 pursuant to that mortgage loan you and your  
20 then wife had to have property insurance on  
21 the 403 Teakwood Terrace property?

22 A. Yes.

23 Q. And do you know when your wife -- sorry --  
24 your ex-wife stopped making payments in 2009,  
25 whether there was property insurance on the

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1 property paid for by either you or your  
2 wife -- ex-wife?

3 A. I don't recall.

4 Q. Do you have any specific recollection of  
5 making property insurance payments on the 403  
6 Teakwood Terrace property in 2009 or later?

7 A. I don't.

8 Q. Do you have any cancelled checks or invoices  
9 showing that you made any property insurance  
10 payments for the 403 Teakwood Terrace address  
11 from 2009 to present?

12 A. I have none.

13 Q. But you said you understood that pursuant to  
14 the mortgage that you and your then wife were  
15 to maintain property insurance?

16 A. Yes.

17 Q. And you -- do you not recall or don't know  
18 whether your ex-wife was paying for property  
19 insurance from 2009 to present?

20 A. I would say that she was paying the property  
21 insurance.

22 Q. Why would you say that?

23 A. I would say that she was paying it because if  
24 I recall, that the insurance was a separate  
25 policy away from the mortgage, but I can't



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1 recall the specifics of that. I don't know.

2 Q. Do you have any documents related to what you  
3 believe to be your ex-wife's making payments  
4 on property insurance?

5 A. No.

6 Q. Is it possible your wife was not making  
7 property insurance payments?

8 A. It is possible.

9 Q. You also -- do you understand that pursuant to  
10 Exhibit C, the mortgage, that you and your  
11 ex-wife had to pay property taxes on the 403  
12 Teakwood Terrace property?

13 A. Yes.

14 Q. And do you recall whether property taxes were  
15 paid on that property after your wife stopped  
16 making the mortgage payments in 2009?

17 A. I do not recall.

18 Q. Do you have any recollection of you, yourself,  
19 making the property tax payments on that  
20 property from 2009 through current?

21 A. I did not.

22 Q. So just to clarify, you did not make payments,  
23 the property tax payments?

24 A. I did not.

25 Q. But again, you understand that pursuant to the

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1 mortgage you and your wife committed to making  
2 the property tax payments, correct?

3 A. Correct.

4 Q. At the time you learned that your ex-wife  
5 stopped making the mortgage payments on the  
6 403 Teakwood Terrace property, were you  
7 concerned that you might lose the house?

8 A. Yes.

9 Q. Why were you concerned that you might lose the  
10 house?

11 A. Because my daughter was there.

12 Q. Okay. Maybe that's an answer to a different  
13 question. Let me go back to what I was trying  
14 to get at with my first question. Why is it  
15 that you believe your wife having stopped  
16 making the mortgage payments could lead to you  
17 losing the house?

18 A. If she doesn't make the mortgage payments then  
19 the bank could take the house. That would be  
20 my guess.

21 Q. And when you say if she didn't, you testified  
22 earlier that you understood that under the  
23 mortgage and the note, Exhibits B and C, you  
24 were also obligated to make those payments,  
25 correct?

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1 A. Correct.

2 Q. Okay. And you said you were worried about  
3 your daughter losing her house, right?

4 A. Correct.

5 Q. You also said you had a son, right?

6 A. Yes.

7 Q. Was your son living at the property at that  
8 time?

9 A. He was with me.

10 Q. We'll come back to all the -- the vision of  
11 who lived where.

12 A. Sure.

13 Q. Did you lose any sleep over the possibility  
14 that stopping making the mortgage payments  
15 could result in loss of the house?

16 A. I don't recall.

17 Q. At that time in 2009, were you and your  
18 ex-wife experiencing any financial  
19 difficulties?

20 A. We were going through a divorce. Everything  
21 was difficult.

22 Q. Did financial struggles contribute to the  
23 strain on your marriage?

24 A. No.

25 Q. Did you have any financial struggles prior to

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1 your separation from your wife?

2 A. No.

3 Q. Did you ever receive letters from the lender  
4 or loan servicer requesting payments on the  
5 mortgage loan after your wife stopped making  
6 payments in 2009?

7 A. I did not.

8 Q. Did you ever -- in 2009, did you notify the  
9 lender that you were living at a different  
10 address than the property?

11 A. No.

12 Q. Did you understand that under the mortgage you  
13 were required to provide a current mailing  
14 address to your loan servicer?

15 A. I don't recall that.

16 Q. We can either take a break now or I can start  
17 on my next topic.

18 A. Let's keep going.

19 Q. I am going to show you what's been marked as  
20 Defendant's Exhibit D. It's a hefty package.  
21 So Defendant's Exhibit D are documents your  
22 attorney provided to us during discovery. The  
23 first document is identified as a matrimonial  
24 settlement agreement between Catherine M.  
25 Macris and Mark K. Macris. Do you see that?

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1 A. Yes.

2 Q. Have you ever seen -- and that's the first  
3 45 pages of Defendant's Exhibit D. Have you  
4 seen this document before?

5 A. Many times.

6 Q. Okay. Does it bring back fond memories?

7 A. No.

8 Q. I didn't think so. So this document on page 2  
9 says it's an agreement made on November 4,  
10 2009, between Catherine M. Macris, referred to  
11 in this agreement as the wife, and Mark K.  
12 Macris, referred to in this agreement as the  
13 husband. Do you see that on page 2?

14 A. Yes.

15 Q. Okay. What do you understand these first  
16 45 pages of Exhibit D to be?

17 A. We're divorced.

18 Q. Okay. But do you understand what this  
19 document is? What would you call this  
20 document?

21 A. Settlement arrangement.

22 Q. Fair to say this is your divorce agreement?

23 A. Yes.

24 Q. Okay. And turning to page 42 of that  
25 document, do you see your name and signature

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1 on page 42?

2 A. Mm-hmm.

3 Q. Is that your signature?

4 A. Yes.

5 Q. And above that, do you see the name and  
6 signature of Catherine M. Macris?

7 A. Yes.

8 Q. Okay. And do you recall signing this  
9 document?

10 A. Yes.

11 Q. Okay. And on the following page, do you see  
12 that this was notarized?

13 A. Yes.

14 Q. Do you understand what a notary is?

15 A. I would say a notary is somebody that verifies  
16 identity to have them -- somebody comes and  
17 needs a signed document, they verify identity  
18 and they verify that that's the person who is  
19 signing the document.

20 Q. Okay. So is it fair to say that this notary  
21 who is whatever that signature is there  
22 verified your identity and signature when you  
23 signed this document?

24 A. Yes.

25 Q. Have you ever notarized -- have you ever had a

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1 notary notarize a document you signed where  
2 you weren't in front of them when you signed  
3 it?

4 A. No.

5 Q. Okay. Turning to page 40 of the agreement --  
6 actually, why don't you start at page 38 where  
7 Article 40 starts, real property. I'll let  
8 you read this, but let me just summarize what  
9 Article 40 is. This is the section of your  
10 divorce agreement that addresses what you and  
11 your ex-wife agreed to do with your marital  
12 property, your real property, your 403  
13 Teakwood Terrace property.

14 Turning to page 40, the first full  
15 paragraph on 40, it states the wife agrees  
16 that within six -- from -- should have been  
17 six months I presume, from the full execution  
18 of this agreement, she shall secure the  
19 husband's release and/or discharge from the  
20 mortgage obligation presently incumbering the  
21 former marital premises. Do you see that?

22 A. Yes.

23 Q. What do you understand that sentence to mean?

24 A. I understand it to be that she needs to  
25 refinance the house.

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1 Q. Okay. And the next sentence says upon said  
2 refinance, the husband shall immediately  
3 convey his interest in the former marital  
4 premises to the wife and he shall execute a  
5 quick claim deed and other required transfer  
6 documents. What do you understand that  
7 sentence to mean?

8 A. That if she refinances the house, then I need  
9 to be alleviated from the note and the  
10 mortgage of the house.

11 Q. And the next sentence, if the wife fails to  
12 secure the husband's release or discharge from  
13 said mortgage obligation within this time  
14 period, she will cooperate in the sale of said  
15 property at the best available price and upon  
16 the best available terms. Do you see that  
17 sentence?

18 A. Yes.

19 Q. What do you understand that sentence to mean?

20 A. If she doesn't make the payments, then she is  
21 required to sell it.

22 Q. Where does it say make the payments in that  
23 sentence?

24 A. Correction. If I don't file this quick claim  
25 deed -- I don't know. I don't know mortgage



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1 terms.

2 Q. Okay. So you're not sitting here saying today  
3 that this agreement itself relieves you of the  
4 mortgage obligation, are you?

5 A. I don't understand the question.

6 Q. Let me try and ask it better. Do you  
7 understand these three sentences to say that  
8 this agreement, this divorce agreement itself,  
9 relieves you of your mortgage obligations?

10 A. Yes.

11 Q. That's what you --

12 A. It relieves me of me paying the mortgage,  
13 correct.

14 Q. Okay. So then what is the first sentence,  
15 what is the purpose of that first sentence  
16 where it talks about your wife shall secure  
17 the husband's release and/or discharge from  
18 the mortgage obligation? What does that mean?

19 MR. ANDREWS: Object to the extent that  
20 paragraph speaks for itself, but you can  
21 answer.

22 A. What I interpret it as is she needs to  
23 refinance the house, she needs to refinance  
24 the house, that will alleviate me from the  
25 obligation of the mortgage.

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1 Q. Once she refinances the house?

2 A. Once she refinances the house, correct.

3 Q. Okay. And if she doesn't refinance the house  
4 and secure your release, that third sentence  
5 says she will cooperate with you in selling  
6 the house, correct?

7 A. Correct.

8 Q. This divorce agreement, the first 45 pages of  
9 Exhibit D, was your mortgage lender a party to  
10 this agreement?

11 A. No.

12 Q. Is it your understanding that even though your  
13 mortgage lender was not a party to this  
14 agreement that this agreement can be binding  
15 on your mortgage lender?

16 A. I don't know that question. I don't know the  
17 answer to that question. I don't know if they  
18 would accept this. I don't know that.

19 Q. Okay. So -- but again, you've stated the  
20 mortgage lender was not a party to this  
21 agreement?

22 A. The mortgage lender was not a party to this  
23 agreement.

24 Q. Do you know if your wife ever refinanced the  
25 mortgage for the property located at 403

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1 Teakwood Terrace?

2 A. I believe she tried.

3 Q. Do you know if she ever successfully  
4 refinanced?

5 A. No.

6 Q. No, you don't know, or no, she did not  
7 successfully refinance?

8 A. I don't know if she successfully refinanced.

9 Q. Did your wife ever inform you after the  
10 six-month period she was unable to do it and  
11 would cooperate with you in selling the  
12 property?

13 A. No, she didn't say that.

14 Q. So even though you're not aware that your wife  
15 refinanced the property pursuant to page 40,  
16 your understanding is you no longer had an  
17 obligation on the mortgage as a result of this  
18 agreement?

19 A. She told me she was going to make the payments  
20 on the mortgage, she was going to make the  
21 payments on this mortgage, but she wanted to  
22 refinance it.

23 Q. Earlier we already covered under Exhibits B  
24 and C you were obligated on the note and  
25 mortgage separately as well, correct?

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1 A. Correct.

2 Q. So in your agreement with the lender, you had  
3 agreed to be obligated on the note and  
4 mortgage -- the note that was secured by the  
5 mortgage on the property at 403 Teakwood  
6 Terrace?

7 A. In 2008, yes.

8 Q. Okay. Do you have any document in 2009 when  
9 this divorce was entered between you and your  
10 ex-wife where the mortgage lender agreed to  
11 release you from the mortgage?

12 A. No.

13 Q. Do you have any written agreement from the  
14 mortgage lender releasing you from Exhibit B,  
15 note?

16 A. I don't know. This is back in 2008.

17 Q. Since 2008 until current, sitting here today,  
18 do you have any documents in your possession  
19 from the mortgage lender releasing you from  
20 your note obligations under Exhibit B?

21 A. Yes. I have a document from the court.

22 Q. Okay. Let me re-ask the question and get the  
23 answer I'm looking for here. Do you have any  
24 agreements from the mortgage lender releasing  
25 you from Exhibit B?

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1 A. Yes.

2 Q. What is that document?

3 A. I'm going to repeat myself. That would be the  
4 court document.

5 Q. So we will go to the court document. So  
6 you're referring to a document from a court?

7 A. Correct.

8 Q. Okay. You're not -- you don't have any  
9 document from the bank itself releasing you --

10 A. Not from the actual bank.

11 Q. Do you have any documents from the actual bank  
12 removing you from the mortgage, Exhibit C?

13 A. I don't have a document from the bank. I have  
14 a document from the court.

15 Q. Okay. So you have no documents from the  
16 lender or their servicer relieving you of  
17 exhibits -- your obligations under Exhibit B  
18 and C?

19 A. Repeat the question.

20 Q. You have no documents directly from the lender  
21 or its loan servicer relieving you of the  
22 obligations you undertook in Exhibits B and C?

23 A. I'm going to go back to the document from the  
24 court.

25 Q. Other than the document from the court --

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1 A. No, I don't. I have the document from the  
2 court.

3 Q. You have no documents directly from the lender  
4 or its loan servicer?

5 A. No.

6 MR. ANDREWS: Can we go off the record  
7 for a second.

8  
9 (Discussion held off the record)

10  
11 Q. I'd like you to go back and look at Exhibit A,  
12 which is the complaint in this action. You  
13 got that document?

14 A. Yes.

15 Q. I'd like you to look at paragraph 24.  
16 Paragraph 24 you allege in or about August of  
17 2012, a deed and real property transfer report  
18 was filed with the Erie County Clerk's Office  
19 removing plaintiff from the deed and the  
20 mortgage for the property at 403 Teakwood  
21 Terrace, Amherst, New York 14221. Do you see  
22 that?

23 A. Yes.

24 Q. Do you have a document from August 14, 2012,  
25 that removed you from the mortgage?

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1 A. I'm not sure on that. I know that I signed a  
2 document to relieve me -- release me I believe  
3 from the deed to the house.

4 Q. Okay. So let's turn to that. That's in  
5 Exhibit D. It is page 46 of Exhibit D. It's  
6 called warranty deed with lien covenant. It's  
7 a two-page document with a third page that is  
8 the transfer report. Do you see that?

9 A. Yes.

10 Q. And that's dated February 3, 2012. Do you see  
11 that? Is this the document you're referring  
12 to in paragraph 24 of the complaint?

13 A. Yes.

14 Q. Okay. Can you point to this document in  
15 Exhibit D, pages 46, 47, or 48 where it states  
16 that you're relieved from the mortgage?

17 A. I don't see it written where I am relieved  
18 from the mortgage.

19 Q. So you can't point anywhere in this exhibit  
20 you were removed from the mortgage?

21 A. No. Because it's a warranty deed.

22 Q. So is the answer to my question is yes?

23 A. I don't see anywhere on this where I am  
24 relieved from the mortgage on this document.

25 Q. Do you have any documents from 2012 that were

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1 filed with the clerk's office that showed that  
2 you are removed from the mortgage?

3 A. No.

4 Q. Okay. So what is the basis for that statement  
5 in paragraph 24, that in or about August 14,  
6 2012, you were removed from the mortgage?

7 A. That's what it says, correct.

8 Q. What is the basis for that statement?

9 A. I'm not sure.

10 Q. So you're not sure about your allegation?

11 A. Correct.

12 Q. I'd like you to look at paragraph 32 of the  
13 complaint. It states that the plaintiff  
14 allegedly defaulted on the subject debt. Did  
15 you or did you not, you and your wife, default  
16 on the subject debt?

17 A. What do you mean default?

18 Q. Stop making payments.

19 A. Yes, I believe that the payments were not made  
20 sometime after 2009.

21 Q. Okay. So what's the basis for saying  
22 allegedly in that paragraph?

23 A. That I allegedly did not make the payments on  
24 the subject debt.

25 Q. Okay. Earlier you testified that after your



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1 separation from your wife and your verbal  
2 agreement in the spring of 2009 you have not  
3 made a payment on the mortgage loan that is  
4 Exhibits B and C since that time, correct?

5 A. Correct.

6 Q. Okay. So again, I say what's allegedly that  
7 you did not make payments on the subject note?  
8 Let me ask a better question. Are you  
9 suggesting in paragraph 32 that your wife made  
10 payments on the loan after she defaulted --  
11 after you and her defaulted?

12 A. I don't know if she made payments on the loan.

13 Q. But you know that you, who is the plaintiff in  
14 this action, did not make payments on the  
15 subject loan after 2009?

16 A. Repeat.

17 Q. You know that you, who is the plaintiff in  
18 this action, has not made a mortgage loan  
19 payment on Exhibits B and C since 2009?

20 A. Yes.

21 Q. Paragraph 34, you allege in or about May of  
22 2016, plaintiff received a call from SLS  
23 requesting his financial information.  
24 Plaintiff informed SLS that he does not have  
25 any information to the subject debt. This is

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1 in May of 2006, you informed my client you do  
2 not have any obligations on the subject debt.

3 MR. ANDREWS: 2016.

4 MR. MCGRATH: Sorry. I will agree I  
5 misstated that.

6 Q. In May of 2016, you informed SLS that you did  
7 not have any obligation on the subject debt.  
8 What was your basis for that statement in May  
9 of 2016?

10 A. That I was in possession of a court document  
11 alleviating me from this mortgage signed by a  
12 judge.

13 Q. Okay. Your next sentence states that  
14 plaintiff further stated that he had been  
15 removed from the deed and mortgage in August  
16 of 2012. Again, I ask what document do you  
17 have that shows you were removed from the  
18 mortgage in August of 2012?

19 A. I'm not a mortgage person, so if I'm off the  
20 deed, I don't know if I'm off the mortgage or  
21 not. I can't answer that question, but I have  
22 a court document signed by a judge that says  
23 that I am off of it.

24 Q. We'll get to that court document, but that's  
25 the next part of the sentence, and that's from

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1 November of 2014. We'll get to what that  
2 actually says, but that's in November of 2014?

3 A. Correct.

4 Q. What I'm asking is what was the basis for your  
5 assertion in the first part of that sentence  
6 that in August of 2012 you had been removed  
7 from the mortgage?

8 A. I advised SLS I had no obligation to this  
9 mortgage debt when they contacted me, that I  
10 removed myself from the deed and I removed  
11 myself from the obligation of -- I removed  
12 myself from the property. As far as the  
13 mortgage, I don't know.

14 Q. Okay. The deed document you're referring to,  
15 it's in Exhibit D, pages 46 through 48.

16 A. Yes.

17 Q. Is my client a party to that document?

18 A. SLS isn't on here.

19 Q. What about any bank?

20 A. No, I don't see any bank.

21 Q. Okay. So that document, which is Exhibit D,  
22 pages 46 through 48, is between you and your  
23 ex-wife, correct?

24 A. I don't know a lot about warranty deeds, but  
25 I'm assuming that this agreement is a

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1 warranty -- a warranty deed is for me to  
2 remove myself from the property and the parcel  
3 of land and has to be approved by the Erie  
4 County Clerk's Office. I'm assuming and  
5 guessing this is an agreement that has to be  
6 approved by the Erie County Clerk's Office.

7 Q. Okay. The signatures on this document, the  
8 warranty deed with lien covenant, they include  
9 your signature and your ex-wife's signature,  
10 correct?

11 A. Correct.

12 Q. Do they include any signatures from SLS?

13 A. No.

14 Q. What about any lender? Do you see any lender  
15 signature approving this document?

16 A. No.

17 Q. And you started stating nothing in this  
18 document -- you can't point to something in  
19 this document that removes you from the  
20 mortgage?

21 A. Correct.

22 Q. So going back to my question, what is the  
23 basis for your statement in paragraph 34 that  
24 you had been removed from the deed, that part  
25 I understand, you just referred to Exhibit D,

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1 pages 46 through 48, but you also say and  
2 mortgage.

3 A. I assumed. If I'm removed from the deed, and  
4 I have this court document, that I'm  
5 alleviated from the -- I am alleviated from  
6 the mortgage.

7 Q. Okay. Again, let's keep to 2012 when there  
8 wasn't a court document.

9 A. Correct.

10 Q. In 2012, what was your basis for stating that  
11 you had been removed from the mortgage?

12 A. I don't know. I can't answer that question.

13 Q. But you did state that in August of 2012 you  
14 didn't have a written agreement from SLS or  
15 any bank releasing you from the mortgage?

16 A. Correct.

17 Q. Is it your understanding under Exhibits B and  
18 C that you're obligated on those documents  
19 unless the lender releases you from those  
20 obligations?

21 A. I would say so, yes.

22 MR. MCGRATH: Why don't we take a quick  
23 break here.

24  
25 (Recess taken)

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1 BY MR. MCGRATH:

2 Q. Welcome back, Mr. Macris.

3 A. Thank you.

4 Q. During the break did you discuss the substance  
5 of your testimony with anybody?

6 A. I spoke with my attorney, Seth Andrews.

7 Q. Without revealing what you discussed with your  
8 attorney, Mr. Andrews, did you discuss the  
9 substance of your testimony?

10 A. No.

11 Q. Okay. Mr. Macris, let's turn to Exhibits E  
12 and F. Mr. Macris, have you seen Exhibits E  
13 and F before today?

14 A. I believe so, yes.

15 Q. Okay. What do you understand Exhibits E and F  
16 to be in your own words, if you know?

17 A. In my own words this is my objection to what  
18 Specialized Loan Servicing is saying, that  
19 they are right. That is my guess.

20 Q. Fair enough. You're not an attorney. Exhibit  
21 E is plaintiff's response to defendant  
22 Specialized Loan Servicing LLC's request for  
23 admission, and I just read that off the  
24 document itself. Exhibit F is plaintiff's  
25 amended response to defendant Specialized Loan

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1       Servicing LLC's request for admissions.

2           Mr. Macris, these requests for admissions,  
3       which are labeled 1 through 6, relate to  
4       documents that SLS asked you questions about.  
5       So request number one was to admit plaintiff  
6       acknowledged and executed the note and  
7       mortgage that are subject of the debt, annexed  
8       hereto as Exhibit A, so that's referring to  
9       what we've marked in this deposition as  
10      Exhibits B and C.

11     A. Okay.

12     Q. And you admitted that those -- that you did  
13      execute those documents, that you admitted  
14      that in what is labeled as Exhibit E and you  
15      admitted that in your testimony earlier?

16     A. Yes.

17     Q. Okay. Request number two says admit plaintiff  
18      failed to uphold his obligations under the  
19      subject debt. Your response on this one, your  
20      attorney served some objections and ultimately  
21      it states that plaintiff denies this.

22     A. Are we looking at E or F?

23     Q. They are the same, so you can look at E or F.

24     A. Okay. Can you repeat.

25     Q. The request in number two is for you to admit

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1       that you failed to uphold your obligations  
2       under the subject debt. In both E and F, you  
3       deny that?

4       A. Yes.

5       Q. Okay. You stated earlier that you didn't make  
6       payments after 2009 under Exhibits B or C,  
7       Defendant's Exhibits B or C, correct?

8       A. Correct.

9       Q. And you stated earlier that you were obligated  
10      to make payments under B and C in 2008 when  
11      you executed them, correct?

12      A. Correct. It's either me or my wife.

13      Q. Let's go back to Exhibits B and C, because we  
14      covered that earlier. It's both independently  
15      obligated. We read that provision.

16      A. Correct.

17      Q. Do you recall that now?

18      A. Yes.

19      Q. Okay. So if you didn't make payments and you  
20      stated earlier today your wife did not make  
21      payments starting in 2009, does that not  
22      constitute a failure to uphold obligations  
23      under the subject note?

24      A. Correct.

25      Q. Okay. So can you then explain why you denied



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1 that?

2 A. Because I was alleviated from the mortgage by  
3 court.

4 Q. Okay. So let's break that down a bit because  
5 you keep saying alleviated from the mortgage.  
6 Are you aware that Exhibits B and C are  
7 separate documents?

8 A. Yes.

9 Q. One is a note and one is a mortgage?

10 A. Explain the difference between both of them.

11 Q. Sure. Let me ask you if you understand what a  
12 mortgage is. Do you understand what a  
13 mortgage is?

14 A. A mortgage is I borrow money from the bank and  
15 I have to pay the bank back for a house, for a  
16 property, my understanding of it.

17 Q. Okay. So if you borrow money to buy a house  
18 and you have to pay a bank back, is that not  
19 what Exhibit B covers?

20 A. Yes.

21 Q. Okay. So you're unaware that Exhibit C is a  
22 legally distinct document? That's called a  
23 mortgage and it's securing Exhibit B with  
24 property?

25 A. Well, of course I agree with you, but I don't

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1 know.

2 Q. Okay. So the distinction between a note and a  
3 mortgage is not something you're fluent in?

4 A. No.

5 Q. Okay. Going to request number three, admit  
6 that plaintiff has been in default under the  
7 subject debt since October 1, 2009, and that's  
8 the same in E and F, as is your answer is the  
9 same in E and F. After your attorney's  
10 objections, you state that you deny that?

11 A. I don't know what the status of it was, so  
12 that's why I'm denying it.

13 Q. Sitting here today you don't have any evidence  
14 that you, yourself, has made a mortgage  
15 payment since October 1, 2009, to current?

16 A. Correct.

17 Q. Okay. Questions 4 and 5 are where these get  
18 interesting, more interesting. In Exhibit E  
19 for question number four, request number four,  
20 it says admit plaintiff signed the loan  
21 modification application dated December 20,  
22 2011, annexed hereto as Exhibit B. Do you see  
23 that question?

24 A. Yes.

25 Q. And in Exhibit E, after asserting objections,

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1       you state plaintiff denies. Do you see that?

2       A. What part?

3       Q. The very end of your response.

4       A. Okay. Yes.

5       Q. Now to make sense of this before we turn on to  
6       F, let's look at what Exhibit B is. I'm going  
7       to hand you what's been marked as Defendant's  
8       Exhibit K. That might be the wrong one. I'm  
9       going to hand you Exhibit G and Exhibit H. So  
10      if you look at Exhibits G and H, Exhibit G is  
11      a document that states it is an amended and  
12      restated note. Do you see that?

13      A. Yes.

14      Q. And on the last page, SLS038, do you see your  
15      name typed with a signature above it?

16      A. My name is on there with a signature.

17      Q. And it's dated 12/20/11 next to a signature  
18      above your name?

19      A. Next to my name, not above.

20      Q. I'm sorry. Yes. Do you see that?

21      A. Yes.

22      Q. Okay. And then in Exhibit H, this is titled  
23      commitment to modify mortgage, and on the last  
24      page SLS035 it has Catherine Macris with a  
25      signature dated 4/20/2010, and Mark K. Macris

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1 with a signature above it that's dated  
2 12/20/11. Do you see that?

3 A. Yes.

4 Q. Okay. And there's one more piece to the  
5 puzzle. It's Exhibit I. Exhibit I, the front  
6 page is a series of bar codes and it's called  
7 loan modification, and it's Bates labeled  
8 SLS025. Do you see that?

9 A. Mm-hmm.

10 Q. Then next page is Bates labeled SLS026, and  
11 the document is titled loan modification  
12 agreement. Do you see that?

13 A. Yes.

14 Q. Okay. And then turning to page SLS028, at the  
15 top it says signed and accepted this 20th day  
16 of December, 2011, and it has your name typed  
17 on a line with a signature above that typed  
18 name. Do you see that?

19 A. Yes.

20 Q. And below that it is a notary block. Do you  
21 see that?

22 A. Yes.

23 Q. And the notary states that in State of New  
24 York, County of Erie, on this 20th day of  
25 December, 2011, before me the undersigned, a

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1 notary public in and for said state personally  
2 appeared Mark K. Macris. Do you see that?

3 A. Yes.

4 Q. Known to me or proved to me on the basis of  
5 satisfactory evidence to be the person or  
6 persons whose name or names is are subscribed  
7 to the foregoing instrument and acknowledge  
8 that he executed the same. Do you see that?

9 A. Yes.

10 Q. And then that's signed by a notary whose name  
11 is Rebecca Everleth. It states she was  
12 qualified as a notary in Niagara County, and  
13 gives her notary number, and at the time her  
14 notary commission expired in April 26th of  
15 2015. Do you see that?

16 A. Yes.

17 Q. Okay. Let's just start with this document.  
18 Is that your signature?

19 A. I don't recall signing this document.

20 Q. Okay. That's an answer to a question I didn't  
21 ask. My question is does that appear to be  
22 your signature?

23 A. That does not appear to be my signature.

24 Q. Okay. So in the notary block if that's not  
25 your signature, then that notary block signed

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1 by Ms. Everleth, she's incorrect?

2 A. If you say so, yes.

3 Q. I am asking you if that -- if you didn't sign  
4 that, then her statement that you appeared  
5 before her and signed it would be incorrect?

6 A. I don't remember signing this document. That  
7 appears to not be my signature.

8 Q. Okay. That wasn't my question. My question  
9 is if that's not your signature then Ms.  
10 Everleth is not being truthful in that notary  
11 statement, is she?

12 A. If that's the notary law, yes.

13 Q. I'm not asking about notary law. We read what  
14 it says. She states that in New York, County  
15 of Erie, on the 20th day of December, 2011,  
16 before me before said state personally  
17 appeared Mark K. Macris known to me or proved  
18 to me on the basis of satisfactory evidence to  
19 be the person whose name is subscribed to the  
20 foregoing instrument and acknowledge that he  
21 executed the same. Do you understand what  
22 that says?

23 A. Yes.

24 Q. She's saying you appeared in front of her on  
25 that date and signed this document?

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1 A. Correct.

2 Q. So again, my question was if you are stating  
3 that that is not your signature, then her  
4 statement is incorrect?

5 A. Correct.

6 Q. Okay. Do you have any reason to understand  
7 why Ms. Everleth, a notary, would make that  
8 statement if it was not true?

9 A. No.

10 Q. Do you know Ms. Everleth?

11 A. No.

12 Q. Is it your understanding a notary -- you  
13 described it earlier, the notary's purpose is  
14 to verify identity that someone is signing a  
15 document is who they say they are, correct?

16 A. Correct.

17 Q. So if that wasn't your signature, this notary  
18 did not do her job in your own words?

19 A. Correct.

20 Q. Is it your testimony today that you did not  
21 sign this or you don't remember signing this?

22 A. I don't recall signing this document.

23 Q. Is it possible you signed it?

24 A. I don't recall signing the document.

25 Q. Okay. But is it possible you did?

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1 A. I can't answer that question.

2 Q. So it's not possible that you signed this  
3 document?

4 A. I don't recall signing a document that is  
5 dated six, seven years ago. I don't recall  
6 signing this document.

7 Q. Okay. But if you don't recall, isn't it  
8 possible that you did sign it?

9 A. It's possible.

10 Q. Looking at request number five -- sorry.  
11 Request number four, where we asked for you to  
12 admit that you signed the loan modification  
13 application dated December 20, 2011, annexed  
14 hereto as Exhibit B, which is referring to  
15 this document, you state that you deny that in  
16 Exhibit E? So in Exhibit E, you deny that you  
17 signed this document. That's what you say in  
18 Exhibit E. You deny it?

19 A. Yes.

20 Q. Okay. Let's turn to Exhibit F, same request,  
21 number four, now again, Exhibit F is your  
22 amended answer, so it's amending Exhibit E.  
23 If you look at page 3 on request number four,  
24 you've changed your answer from denying that  
25 you signed that, Exhibit I, to now you say



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1 that plaintiff admits that the signature bears  
2 his name and is notarized, but does not recall  
3 signing the document. Do you see that?

4 A. Yes.

5 Q. Okay. What caused this change from Exhibit E  
6 to F?

7 A. I don't recall signing this document. If I  
8 don't recall signing something, then how can I  
9 specifically say to you that I signed it or I  
10 didn't sign it?

11 Q. I agree. So go back and look at Exhibit E and  
12 look at request number four. Exhibit E, you  
13 specifically say you did not sign it.

14 A. That is not my signature. That's not my  
15 signature.

16 Q. Okay. So which is the correct answer, is it  
17 Exhibit E or Exhibit F? Is it it's not your  
18 signature or you don't recall?

19 A. Both. That is not how I make my signature. I  
20 don't recall signing this document.

21 Q. Okay. But in Exhibit F, you state that it --  
22 you admit that the signature bears your name  
23 and is notarized.

24 A. It has my name.

25 Q. In Exhibit E you outright denied it?

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1 A. What part are you referring to on E?

2 Q. Request number four, the final two words of  
3 your response, plaintiff denies.

4 A. That appears to not be my signature. I don't  
5 recall signing the document.

6 Q. Okay. But you said just a minute ago that if  
7 you can't recall whether you signed it, you  
8 can't state that yes, you signed it, or no,  
9 you didn't. That's your testimony. We can  
10 read it back.

11 A. Correct. If I don't recall signing something,  
12 then how can I say yes or no?

13 Q. But you did say no in Exhibit E.

14 MR. ANDREWS: I am going to object. We  
15 supplemented the response, so he has provided  
16 you with his response. You keep asking him.  
17 What is it --

18 MR. MCGRATH: State your objection and  
19 move on. Answer the question.

20 MR. ANDREWS: Repeat the question.

21  
22 (The question was read)

23  
24 Q. Can you answer the question?

25 A. I don't recall signing this document in 2011.

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1 I am looking at the signature of this  
2 document. It does not appear to be my  
3 signature. I don't recall signing this  
4 document. It has my name, there's a notary on  
5 there, and there is a signature. That does  
6 not appear to be my signature and I don't  
7 recall signing the document.

8 Q. Sitting here today, do you stand by your  
9 response in Exhibit E, that you deny -- where  
10 you say plaintiff denies having signed Exhibit  
11 I?

12 A. If I can't recall, I can't answer that  
13 question. I can't say yes or no. But what I  
14 am saying is that that signature here does not  
15 appear to be my signature. I am left-handed.  
16 I don't sign my name that way.

17 Q. So the answer to my question is yes or no, you  
18 stand by the answer you provided in Exhibit E?

19 A. I can't answer that question. I can't answer  
20 that question.

21 Q. Why can't you answer the question of whether  
22 you stand by your response in Exhibit E?

23 MR. ANDREWS: Object again. Request  
24 number four --

25 MR. MCGRATH: This is not your

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1 deposition. I'd like an answer.

2 A. Repeat the question.

3

4 (The question was read)

5

6 A. As to what?

7 Q. Request number four.

8 A. I can't recall. I can't recall.

9 Q. You can't --

10 A. Signing this document.

11 Q. You can't recall sitting here today whether  
12 you stand by your response to --

13 MR. ANDREWS: Objection. That's not  
14 what he testified to.

15 MR. MCGRATH: Do not interrupt my  
16 question, counsel.

17 Q. You do not recall sitting here today whether  
18 you stand by your answer to request number  
19 four in Exhibit E?

20 A. That information here that you're referring to  
21 has my name and there is a notary on it, and  
22 there is a signature above my name. I don't  
23 recall signing the document. So how can I  
24 answer yes or no to your statement? If I  
25 can't recall, I can't say yes, I can't say no.

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1 I don't recall signing it. It doesn't look  
2 like my signature.

3 Q. I'm asking you about your answer.

4 A. I already gave you my answer.

5 Q. No. Your answer in Exhibit E, request number  
6 four, where you deny having signed the loan  
7 modification application dated December 20,  
8 2011. I am asking whether you stand by that  
9 answer?

10 MR. ANDREWS: I'm going to instruct him  
11 not to answer anymore. He's answered your  
12 question numerous times. Just because you  
13 don't like the answer, ask a different  
14 question. He answered the same question  
15 multiple times now. We'll get the court on  
16 the phone now.

17 MR. MCGRATH: Are you directing the  
18 witness not to answer a question that's been  
19 posed that does not implicate privilege?

20 MR. ANDREWS: Absolutely. He's provided  
21 you the answer.

22 MR. MCGRATH: The answer is you're  
23 directing your witness not to answer the  
24 question that does not recall for the  
25 revelation --

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1 MR. ANDREWS: He already answered the  
2 question.

3 MR. MCGRATH: Counsel, my question is  
4 are you directing your witness not to answer a  
5 question that does not call for the revelation  
6 of attorney client privilege?

7 MR. ANDREWS: You can just ask the same  
8 question over and over and get the same  
9 response. We'll sit here for the seven hours.

10 MR. MCGRATH: I'm going to object to you  
11 to speaking objections and coaching --

12 MR. ANDREWS: I'm not coaching.

13 MR. MCGRATH: Counsel, I am going to  
14 move on. It's my deposition, not yours.

15 MR. ANDREWS: That's fine.

16 MR. MCGRATH: You are not allowed to  
17 coach your witness.

18 MR. ANDREWS: There's no coaching going  
19 on.

20 MR. MCGRATH: You absolutely just  
21 coached the witness.

22 MR. ANDREWS: Absolutely no coaching  
23 going on.

24 MR. MCGRATH: I'm going to instruct you  
25 not to coach your witness.

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1 MR. ANDREWS: Duly noted.

2

3 BY MR. MCGRATH:

4 Q. Mr. Macris, back to my question you have not  
5 answered, do you stand by your answer to  
6 request number four in Exhibit E? Yes or no?

7 A. I don't recall signing the document.

8 Q. The question is yes or no, do you stand by  
9 your answer in request number four in Exhibit  
10 E?

11 A. I can't answer that question. I don't recall  
12 signing the document. If I don't recall  
13 signing a document, counselor, how can I say  
14 yes or no?

15 Q. Mr. Macris, I'm not asking you about whether  
16 you signed the document. I'm asking you about  
17 your answer to question number four in Exhibit  
18 E.

19 MR. ANDREWS: Can we go off the record.

20

21 (Discussion held off the record)

22

23 BY MR. MCGRATH:

24 Q. Mr. Macris, is your answer to question number  
25 four the answer you provided in Exhibit E or

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1 F?

2 A. F. I'm going to read. I, Mark Macris, admit  
3 that the signature bears his name and is  
4 notarized but does not recall signing the  
5 document.

6 Q. Thank you. So does that mean that you do  
7 not -- that your answer in request number four  
8 in Exhibit E is no longer your answer?

9 A. It's F. I don't recall signing the document.

10 Q. So the answer to my question is yes, Exhibit F  
11 is your answer to request number four?

12 A. Yes. I don't recall signing the document.  
13 Let's move on.

14 Q. I get to decide when we move on.

15 A. I'm sorry. Go ahead.

16 Q. Request number five, in Exhibit E, it asks  
17 admit plaintiff signed the amended and  
18 restated note dated December 20, 2011. That  
19 is Exhibit G. It's page SLS038. You see your  
20 answer in Exhibit E is you deny that you  
21 signed that document on page SLS038, that was  
22 your answer in Exhibit E?

23 A. That's not my signature.

24 Q. My question is in Exhibit E, you deny that  
25 that's your signature, right, that you deny



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1 signing it, right?

2 A. That is not my signature, correct.

3 MR. ANDREWS: He's asking your response.

4 A. Okay. I'm on Exhibit E.

5 Q. Request number five, the question was admit  
6 plaintiff signed the amended and restated note  
7 dated December 20, 2011?

8 A. Yes.

9 Q. And your answer was plaintiff denies?

10 A. Yes.

11 Q. Is that your answer to that question?

12 A. Yes.

13 Q. Turn to Exhibit F, same question, as we had  
14 with request number four, your answer changes.  
15 In Exhibit F, your amended response, you state  
16 plaintiff admits that the signature bears his  
17 name but does not recall signing the document.  
18 So again, so we don't go back and forth on  
19 this, is Exhibit E or Exhibit F your answer to  
20 question number five?

21 A. Okay. I think you're trying to confuse me. I  
22 am going to tell you that this here, this  
23 signed document, I think you're trying to  
24 confuse me.

25 Q. That's not the document we're talking about.

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1 We're talking about Exhibit G. Mr. Macris,  
2 I'm not trying to confuse you. I'm trying to  
3 understand your answers. You gave us two sets  
4 of answers to these two questions.

5 A. Correct.

6 Q. And I'm trying to understand what changed.  
7 After I figure out what changed, which of  
8 those answers is your testimony today. We're  
9 clear on that?

10 A. Sure.

11 Q. Okay. What I'm asking is is your answer to  
12 request number five that you provided in  
13 Exhibit E or F, the answer that you stand by  
14 today?

15 A. F.

16 Q. Okay. Again, like I asked with question four,  
17 what brought about the change to your response  
18 to question five?

19 A. What exhibit are you looking at?

20 Q. So you have to look at Exhibits E and F. In  
21 E, which your attorney provided to us in  
22 January of this year, January 18th, you  
23 provided a different answer than your attorney  
24 provided to us yesterday. What I'm asking is  
25 what happened between January and April that

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1 caused you to change your answer?

2 A. What request are you looking at?

3 Q. Number five.

4 A. If I can't remember signing a document, I  
5 don't remember what I signed last week just as  
6 an example or whatever. If I can't recall  
7 signing a document, then how can I say that  
8 that is my signature or I signed it yes or no?  
9 If I can't recall, I cannot answer that  
10 question.

11 Could it be? Yes. Could it be no? It  
12 could be no. If I can't recall, I can't  
13 specifically say yes, I signed that, or no, I  
14 didn't sign that. I don't recall. That  
15 signature does not appear to be my signature.  
16 That's my answer.

17 Q. Okay. I agree with your theory, except in  
18 Exhibit E you did specifically deny signing  
19 it.

20 A. Well if I can't recall, then maybe it's not  
21 mine. If I can't recall, then I deny it.

22 Q. But you just said you can't -- if you can't  
23 recall, you can't --

24 A. You're making an assumption.

25 Q. I'm asking you --

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1 MR. ANDREWS: Don't argue back and  
2 forth. Just answer his question.

3 Q. I'm asking you a question on your answer,  
4 which was if you can't recall, you can't say  
5 yes or no --

6 A. I cannot say yes or no, correct.

7 Q. And yet, in Exhibit E you did say no.

8 A. Yes, I said no.

9 Q. Okay. So back to my question, between January  
10 and April, what caused you to change your mind  
11 from no, to I don't recall?

12 A. Nothing. Because I don't recall signing the  
13 document.

14 Q. But nothing changed from January to April that  
15 brought about this changed answer?

16 A. No.

17 Q. Okay. I am going to hand you what's been  
18 premarked as Defendant's Exhibit J. You can  
19 start stacking these up, because we're -- I  
20 don't want you to get confused there. Have  
21 you ever seen what has been marked as  
22 Defendant's Exhibit J before?

23 A. No.

24 Q. Just looking at Exhibit J, you'll see at the  
25 top it's dated April 29, 2010?

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1 A. Yes.

2 Q. And looking at the second page, SLS024, the  
3 document is signed by Catherine M. Macris. Do  
4 you see that?

5 A. Yes.

6 Q. And that was your -- that is your ex-wife,  
7 right?

8 A. Yes.

9 Q. All right. You can set that exhibit aside.  
10 Actually going back to Exhibit J, your ex-wife  
11 stated in April 29, 2010, she says  
12 unfortunately at this time Mr. Macris refused  
13 to sign his portion of the loan modification.  
14 Do you recall discussing a loan modification  
15 with your ex-wife in April of 2010?

16 A. I recall discussing a loan modification. I  
17 don't know the specific period of time,  
18 though. I would say it was probably sometime  
19 around this time, but -- yes.

20 Q. Your wife stated, at least as of this date,  
21 you refused to sign a loan modification. Is  
22 that with your memory of your conversations?

23 A. Absolutely.

24 Q. Why did you refuse to sign a loan  
25 modification?

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1 A. I was instructed by my attorney to not sign a  
2 loan modification.

3 Q. Your attorney, being your divorce attorney?

4 A. Emilio, correct.

5 Q. Did your wife simply take that answer and go  
6 away or did she continue to try to get you to  
7 sign the loan application?

8 A. I don't recall what she did.

9 Q. Okay. I'm going to hand you what's been  
10 premarked as Defendant's Exhibit N. Within it  
11 is page Bates labeled SLS039 and it is a  
12 letter to BAC Home Loan Servicing LP, and it's  
13 signed by Catherine M. Schaefer. Have you  
14 ever seen this document before?

15 A. No.

16 Q. Is Catherine M. Schaefer the current name of  
17 your ex-wife?

18 A. Yes.

19 Q. In this letter, your ex-wife discusses her  
20 attempts to modify the mortgage with the  
21 lender.

22 A. Yes.

23 Q. And in the end of the first full paragraph,  
24 she states finally, December of 2009, he  
25 signed the paperwork and then returned them to

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1 me just recently. Do you see that?

2 A. December of 2011.

3 Q. Sorry. What did I say?

4 A. 2009.

5 Q. Sorry. That's correct. 2011. Let's read the  
6 whole paragraph for the record. My husband  
7 walked out on me and kids in October, 2008. I  
8 struggled for two years to keep things afloat  
9 by myself with no child support or assistance.

10 In early 2010, I applied to modify my  
11 mortgage, I received the paperwork, filled it  
12 out, and gave Mr. Macris the paperwork to  
13 sign. He refused after pleading with him to  
14 do so. That was just your testimony a few  
15 minutes ago?

16 A. Correct.

17 Q. She then states finally, December of 2011, he  
18 signed the paperwork and then returned them to  
19 me just recently. Do you recall that?

20 A. No.

21 Q. So are you asserting that your wife -- ex-wife  
22 is incorrect in stating that?

23 A. Yes.

24 Q. That is not a true statement?

25 A. I don't remember giving her any of this

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1 paperwork. I don't recall that.

2 Q. So I want to be precise here. Do you not  
3 recall whether that's true or is that not  
4 true, that last sentence? You've established  
5 earlier they're two separate things.

6 A. Right. I don't recall -- I don't know about  
7 this letter. What Catherine Schaefer is  
8 stating that I signed the paperwork and then  
9 returned to me, I just don't remember that.  
10 How could I remember something like that from  
11 seven, six years ago or so? So I believe that  
12 her statement is incorrect.

13 Q. Because you don't remember that?

14 A. Like I said, we'll go back to it, I don't  
15 remember signing those loan modifications.  
16 Yes, it bears my name and there is a notary on  
17 there. That signature has my name but does  
18 not appear to be my signature.

19 Q. Back to my original question, is it your  
20 testimony today that Ms. Schaefer's statement  
21 is incorrect because it did not happen or  
22 because you do not remember?

23 A. I don't remember.

24 Q. In paragraph 4, she states that mortgage  
25 checks are being sent to his address and as we



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1       went to cash these checks so I could continue  
2       to pay the mortgage, he conned, stole the  
3       monies from me even though he knows the money  
4       came from my bank account. He says because  
5       his name, end all caps, is on the check, he  
6       gets half, so what does a single mom do?  
7       Setting aside her emotion in that, that was  
8       not particularly pleasant for you, what do you  
9       believe she is saying, that you conned her of  
10      money with the mortgage payments?

11     A. I don't know. I don't know why she put this  
12      information to BAC Home Loan.

13     Q. Did you have any process where mortgage checks  
14      were sent to your address?

15     A. I can't recall that. I -- the -- I don't  
16      recall, no.

17     Q. So as you sit here today under oath, you don't  
18      recall a process where your ex-wife mailed you  
19      mortgage checks to pay the mortgage?

20     A. She mailed me mortgage checks? No.

21     Q. Earlier today we discussed a foreclosure  
22      action that was brought against you initially  
23      and your ex-wife to foreclose on the property  
24      at 403 Teakwood Terrace. Do you recall that  
25      line of questioning?

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1 A. Yes.

2 Q. And you kept stating in earlier questions on  
3 your complaint that there was a judicial  
4 order, a court order that relieved you of your  
5 obligations on the mortgage?

6 A. Correct.

7 Q. I'd like you to look again, Mr. Macris, at  
8 what has been marked as Defendant's Exhibit D.  
9 Defendant's Exhibit D is several documents,  
10 it's all collated into one. These were  
11 materials that your attorney provided to us in  
12 discovery.

13 Starting with the document -- at the top  
14 of the document -- on the upper right it's  
15 called summons and notice. Let me find that  
16 for you in this document. For ease of the  
17 deposition, I've put two Post-it notes on the  
18 pages in D I want you to refer to. Looking  
19 first at the first section of Exhibit D, it's  
20 the summons and notice, it's electronically  
21 stamped in Erie County Clerk's Office  
22 3/16/2015. Do you see that page?

23 A. Yes.

24 Q. If you continue reading that, behind that  
25 summons and notice is a document called

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1 verified complaint. All together with  
2 exhibits -- the summons and notice and  
3 verified complaint, we'll count the pages here  
4 so there's no confusion, it's 37 pages. I'm  
5 just stating that so our transcript can be  
6 clear on what we're looking at.

7 So looking on the first page and the fifth  
8 page, the first page is called summons and  
9 notice and the fifth is called verified  
10 complaint. This is a court document,  
11 plaintiff is US Bank National Association, as  
12 trustee for the SROF-2013-SE Remic, R-E-M-I-C,  
13 trust one versus Mark Macris, Catherine  
14 Macris, and John Doe and Mary Doe. Do you see  
15 that?

16 A. Yes.

17 Q. Have you ever seen these two documents?

18 A. Yes.

19 Q. What do you understand them to be?

20 A. That the house is going to be foreclosed on  
21 and there's a legal process on how they need  
22 to foreclose on the house. That's what I'm  
23 interpreting information as.

24 Q. And you're named in this as a defendant,  
25 right?

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1 A. Yes.

2 Q. What is your understanding of what foreclosure  
3 means in your own mind?

4 A. Foreclosure means that after a certain amount  
5 of time when you don't pay the bank what is  
6 owed on your obligation, that they have a  
7 right legally to take it from you.

8 Q. Okay. That's pretty good. And after  
9 receiving these documents, did you go to court  
10 on this action?

11 A. After I received these documents?

12 Q. Correct.

13 A. Not initially, no.

14 Q. Did you ever go to court?

15 A. Yes, I did go to court.

16 Q. Do you recall when you went to court? Just to  
17 help you out here, these documents were filed  
18 March 16th of 2015.

19 A. I would say maybe -- guessing maybe a couple  
20 months after that.

21 MR. ANDREWS: Just so the record is  
22 clear, are you asking if he filed anything or  
23 made an appearance?

24 MR. MCGRATH: Just went to court.

25 A. I did go to court.

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1 Q. Do you recall going to court in what's called  
2 a foreclosure settlement conference in June of  
3 2015?

4 A. Mm-hmm. Yes, I do.

5 Q. Okay. And at that settlement conference, do  
6 you recall what happened?

7 A. Yes.

8 Q. And what happened?

9 A. I appeared before the court with my divorce  
10 attorney, I believe, and explained to them  
11 that I don't have any legal right to this  
12 property anymore, I signed over the deed, and  
13 that I should follow up with I believe -- I  
14 believe at the time follow up with the  
15 foreclosure attorneys, because they were the  
16 ones handling the mortgage and the note and  
17 everything that goes along with that.

18 They asked me if I was planning on keeping  
19 the house I believe, I said no, I haven't  
20 lived in that house in six or seven years.  
21 That was -- if I can recall, that was what the  
22 conversation was about.

23 Q. Okay. At the time you went to the conference  
24 in June of 2015, was your daughter still  
25 living with your ex-wife at that time?

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1 A. Yes.

2 Q. And at that time, was your son still living  
3 with you?

4 A. Yes.

5 Q. Okay. So earlier you stated that your concern  
6 over the foreclosure is that your daughter  
7 would lose her home, correct?

8 A. Correct.

9 Q. So when you went to the conference in June of  
10 2015 and were asked about retaining the house,  
11 at that time were you still concerned about  
12 retaining the house for your daughter?

13 A. I believe that I knew she was going to have  
14 other plans to leave the house and get an  
15 apartment, so I didn't have any concerns about  
16 the house.

17 Q. When you say she, you mean your daughter or  
18 your ex-wife?

19 A. My daughter was only three. My ex-wife.

20 Q. Okay. So your daughter was three in 2015?

21 A. I'm sorry. My daughter was born in 2007, so  
22 she was eight.

23 Q. Okay. Do you recall what happened after --  
24 were you told at that conference -- strike  
25 that. She never strikes it. She writes down

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1 strike that. What were you told after that  
2 conference in 2015 regarding your assertion  
3 that you were removed from your obligations on  
4 the property?

5 A. That I should -- that I should follow up with  
6 Davidson Fink, who was the foreclosure  
7 attorneys.

8 Q. Okay. So at that conference the court didn't  
9 tell you you were relieved of your  
10 obligations?

11 A. No.

12 Q. I'm going to give you what has been premarked  
13 as Exhibit U. Mr. Macris, I've handed you  
14 what's been premarked as Exhibit U. These are  
15 copies of an email exchange between you and  
16 Davidson Fink, that your attorney, Mr.  
17 Andrews, provided to our office yesterday.  
18 Have you seen these emails before?

19 A. Yes.

20 Q. Okay. Starting at the end of the chain,  
21 page 3, which is actually the beginning of the  
22 chain, correct? That's how emails work? It  
23 puts the oldest one at the bottom?

24 A. Yes.

25 Q. May 18, 2015, a Kurt Odenbach from Davidson

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1 Fink wrote to you that he was in receipt of  
2 your email to Aaron Prestige because I am now  
3 the attorney handling the file. I have  
4 reviewed the matter and agree that we can drop  
5 you from the above reference, I think he means  
6 referenced, action, we will be able to do so  
7 at the next file pleading. Do you see that?

8 A. Yes.

9 Q. Okay. What did you understand that to be?

10 A. I understood that to be that the foreclosure  
11 attorney was going to not hold me responsible  
12 for the mortgage and the debt at 403 Teakwood  
13 Terrace.

14 Q. Does that email state that?

15 A. No.

16 Q. Let's continue up the chain, or I guess your  
17 response. You respond to him on June 23,  
18 2015, good morning, Mr. Odenbach, please  
19 forward me the appropriate documentation that  
20 will honor my divorce agreement, alleviating  
21 me from the obligation and delinquency of this  
22 debt. You cite the index number.

23 You state after appearing at the unified  
24 court system 8th judicial district foreclosure  
25 conference on 6/19/2015, I was advised by



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1 counsel and the clerk of this court to obtain  
2 the appropriate paperwork for this matter from  
3 your office. My appearance at this conference  
4 was to show you court certified copies of my  
5 divorce agreement that was approved by the  
6 Honorable John O'Donnell, State of New York  
7 Supreme Court. Thank you, Mark K. Macris.  
8 Did I read that correctly?

9 A. Yes.

10 Q. And the exhibit is in the record. That's  
11 consistent with your testimony earlier, that  
12 you went to a conference on June 19, 2015,  
13 right?

14 A. Correct.

15 Q. It's almost directly verbatim to your  
16 testimony about what happened at the  
17 conference, right?

18 A. Yes.

19 Q. You said you showed up and had a divorce  
20 decree and they told you to show up with the  
21 appropriate paperwork, right?

22 A. Yes.

23 Q. And Mr. Odenbach responds to that email much  
24 later, September 10, 2015, so now we're up to  
25 the first page of the document, he says Mr.

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1 Macris, I apologize for the delay on this  
2 matter, but I have been working with my client  
3 to try to convince them that we can drop you  
4 from the action. The issue, and I apologize  
5 for not raising it before, is that you signed  
6 the note, and thus are still obligated to  
7 repay the debt owed.

8 If you could provide me with your divorce  
9 decree, then I may be able to convince them to  
10 waive the pursuit of the deficiency and drop  
11 you from our action. Did I read that  
12 accurately?

13 A. Yes.

14 Q. What did you understand that to mean?

15 A. I had phone conversations with Mr. Kurt  
16 Odenbach, not only email conversations but  
17 phone conversations, and Mr. Odenbach informed  
18 me through phone conversations that he has to  
19 go through a process to alleviate me from this  
20 debt and mortgage, legally to convince the  
21 bank to drop me from what is owed and the  
22 obligation of this mortgage.

23 He said there's a long process to do that,  
24 but he's working on it, yes.

25 Q. Okay. Did Mr. Odenbach ever provide you

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1 written confirmation that the lender agreed to  
2 waive your obligations under the note?

3 A. I asked for it, but he said he can't give that  
4 information.

5 Q. So the answer is you do not have written --

6 A. I don't have the written -- I don't have that  
7 written statement or agreement from Mr.  
8 Odenbach.

9 Q. Okay. But as you've stated earlier, you were  
10 dropped as a defendant in the foreclosure,  
11 right?

12 A. Yes.

13 Q. And what I am understanding Mr. Odenbach's  
14 email is there's two separate things that he  
15 was working on for you.

16 A. Yes.

17 Q. Okay. And what were those two separate  
18 things?

19 A. To drop me from this foreclosure action and  
20 hold me not responsible for this mortgage.

21 Q. Okay.

22 A. And there's a legal process on how he has to  
23 do it.

24 Q. And you ultimately got dropped from the  
25 foreclosure action, correct?

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1 A. Yes.

2 Q. And now let's turn to the second tab in  
3 Exhibit D. It's my second flag. It's a court  
4 document labeled order of reference, and it's  
5 dated at the top Erie County Clerk,  
6 November 20, 2015. On the second page, midway  
7 down it says ordered that Mark Macris be  
8 dropped from the caption as said defendant is  
9 no longer a necessary party. Do you see that?

10 A. Mm-hmm.

11 Q. Is that what you were referring to earlier,  
12 the court order you had?

13 A. Yes.

14 Q. Does that sentence say you are relieved of  
15 your obligations on the note?

16 A. That sentence doesn't say that, no.

17 Q. Does that sentence say you have been removed  
18 from the mortgage?

19 A. It's not spelled out that way, no.

20 Q. Okay. So looking at this entire order of  
21 reference, which is four pages, can you point  
22 to anywhere within those four pages where the  
23 court orders that you be removed from the  
24 mortgage?

25 A. This is a legal document. I'm not an

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1 attorney.

2 Q. Understood.

3 A. So the conversations and correspondence I had  
4 with Davidson Fink was that this will  
5 alleviate you from the mortgage obligation on  
6 Teakwood Terrace. I'm not an attorney. I  
7 can't read through this and interpret a legal  
8 document.

9 Q. Okay. Understood. But earlier you testified  
10 that in your complaint, which is Exhibit A,  
11 where you state in paragraph 24 and again in  
12 paragraph 34 that you were removed from the  
13 deed and mortgage and has a court order of  
14 November, 2015 that acknowledges such. You  
15 said that court order is what removed you from  
16 the mortgage.

17 A. Correct. That's what they told me.

18 Q. And that's what you state in the complaint?

19 A. Yes. They said this is how they will remove  
20 me from the mortgage. Foreclosure attorney  
21 Mr. Odenbach has to go to the bank to do that.

22 Q. And so my question is you said this document  
23 is what you're referring to as having removed  
24 you from the mortgage. My question to you  
25 again is in these four pages of the order of

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1 reference, can you point to a sentence,  
2 paragraph, or clause that specifically states  
3 you are removed from the mortgage?

4 A. Sure. My name isn't here anymore.

5 Q. So you've been dropped as a defendant. That's  
6 what you're pointing to?

7 A. Right.

8 Q. But I'm asking you if there's a sentence in  
9 there that says you've been removed from the  
10 mortgage?

11 A. Is there an exact wording that I have been  
12 removed from the mortgage?

13 Q. Yes.

14 A. According to this document, Catherine Macris  
15 is the defendant and there's a referee named  
16 Jason Dipasquale, who is supposed to compute  
17 the action for principal and interest on the  
18 note and mortgage on this loan. My name is  
19 removed. According to this legal document I  
20 am not a defendant anymore.

21 Q. Correct. We agree.

22 A. That is what the foreclosure attorneys told  
23 me, as soon as this document is done, I don't  
24 have any further obligation to this debt or  
25 this mortgage or note. That was the process.

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1 Q. Again, going back to your testimony earlier,  
2 as you understood Mr. Odenbach's email dated  
3 September 10, 2015, which is Defendant's  
4 Exhibit U, to be that there were two issues,  
5 one relieving you of your obligations on the  
6 note and mortgage, and two, dropping you from  
7 the case?

8 A. Correct.

9 Q. And is it not fair to say that what this  
10 document is does drop you from the case?

11 A. Dropped me from everything.

12 Q. Where does it say that second part?

13 A. That's what the attorneys told me.

14 Q. So is the answer to my question it doesn't say  
15 that in this document?

16 A. It doesn't say it in the document but that's  
17 what they told me.

18 Q. So the answer is it does not say that --

19 A. It does not say in this document Mark K.  
20 Macris is alleviated from the debt. It states  
21 I am not a defendant anymore and that there is  
22 another attorney who has to calculate the  
23 money that is owed to the bank, and I don't  
24 owe the money to the bank because my name  
25 isn't on there. I'm not on here. I'm done.

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1 Q. So that's your interpretation of this order of  
2 reference, that you're relieved from the note  
3 and mortgage?

4 A. From the attorney's office, correct. I am not  
5 an attorney, but that's what they advised me.

6 Q. Understood. But you testified already, unless  
7 you want to change it, it does not say that in  
8 this document?

9 A. It doesn't say that, no.

10 Q. Let's move on. I have two more topics to  
11 cover. Do want to take a break or keep going?

12 A. Keep going.

13 Q. Did there come a time when you disputed my  
14 clients reporting you as delinquent on the  
15 mortgage loan for the property at 403 Teakwood  
16 Terrace?

17 A. Yes.

18 Q. Do you recall approximately when you disputed  
19 that, first disputed that?

20 A. I guess I have to ask you a question. Are you  
21 talking a written dispute or phone dispute?

22 Q. Let's start with the earliest dispute, whether  
23 it was written or by phone.

24 A. Mm-hmm. It was -- I -- probably first by  
25 phone I would say.



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1 Q. Do you recall approximately when?

2 A. I would say initial correspondence was  
3 January, February, 2016, somewhere around  
4 there.

5 Q. Do you recall what prompted you to call them  
6 to dispute your being reported as delinquent  
7 on that loan?

8 A. Do I recall contacting them? Yes.

9 Q. Sorry. Bad question. Do you recall what it  
10 was that raised this issue for you that you  
11 needed to dispute the credit report?

12 A. When you get a bill in the mail that says I  
13 owe \$159,000 and I'm -- that I owe Specialized  
14 Loan Servicing, yeah, I'm going to act on it.

15 Q. Okay. So you received correspondence from  
16 Specialized Loan Servicing stating you owed  
17 money on the mortgage loan for the 403  
18 Teakwood Terrace?

19 A. Correct.

20 Q. Do you recall when you received that document?

21 A. Around that timeframe, 2016 or so.

22 Q. Do you still have copies of that  
23 correspondence?

24 A. I do. I don't have them with me, but I have  
25 copies of correspondence that I received from

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1 SLS, correct.

2 Q. And did you turn over the copies of that  
3 correspondence to your attorney, Mr. Andrews?

4 A. Not at that time, no.

5 Q. Okay. I'm going to direct Mr. Andrews that  
6 material be produced and I'm going to hold the  
7 deposition open to the extent that I need to  
8 ask additional questions on those documents  
9 that are responsive to document requests that  
10 were served in this action.

11 Okay. So after receiving those letters,  
12 you contacted SLS by phone?

13 A. Yes.

14 Q. And do you recall what you said generally?

15 A. I spoke to a couple of representatives from  
16 SLS, one being named Tony, Bianca, and Linda.  
17 They never give me their last name, they  
18 weren't allowed to give me a last name.

19 Q. Did they give you a badge number?

20 A. They did gave me ID numbers. I don't have  
21 them, but I did write them down and document  
22 who I spoke to. But yes, I did call them  
23 about their correspondence with me.

24 Q. Okay. And how did they respond to your verbal  
25 questions as to your obligations on this loan?

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1 Let me ask a better question. What did they  
2 say?

3 A. They say that I owe whatever the amount was, I  
4 believe I remember a statement saying  
5 \$159,000, and that I owe for this mortgage.  
6 We are -- SLS is a mortgage servicer, they're  
7 not the bank, and they're responsible for  
8 collecting money on this debt.

9 Q. Okay. So in those calls you had they didn't  
10 tell you you were not responsible for the  
11 mortgage debt?

12 A. No, they did not tell me that.

13 Q. Okay. And did you then follow up with SLS in  
14 writing?

15 A. Yes.

16 Q. Okay. Do you recall when?

17 A. I would say approximately April of 2016.  
18 Don't hold me to that date. I know it was  
19 sometime in that time period in 2016 I  
20 responded -- I disputed it with them, that I  
21 don't owe the debt.

22 Q. You're acting like it's a pop quiz.

23 A. I'm usually pretty good at dates.

24 Q. I'm going to hand you what's been marked as  
25 Defendant's Exhibit T. For sake of moving the

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1 deposition along, I marked all the  
2 correspondence back and forth on your credit  
3 dispute and loan modification process with SLS  
4 as one document, as Exhibit T, however, they  
5 are separate documents.

6 So we will start with the very first page,  
7 Mr. Macris. This is an undated letter from  
8 you to SLS. Do you believe this to be that  
9 first written correspondence, somewhere in  
10 April of 2016?

11 A. Right.

12 Q. Okay. So in this letter, you ask SLS to look  
13 at the order of reference, the affirmation of  
14 Kurt Odenbach, an affidavit of Cynthia  
15 Wallace. You state I am ordered to be removed  
16 from the mortgage obligation of 403 Teakwood  
17 Terrace.

18 A. Correct.

19 Q. You also state please remove any derogatory  
20 credit information listed in my credit reports  
21 as being reported?

22 A. Correct.

23 Q. Sorry to make you look at Exhibit D again, but  
24 Exhibit D includes the order of reference that  
25 you reference in there and it also includes

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1 the -- it should -- the affidavit of Cynthia  
2 Wallace. So this first flag here is called  
3 plaintiff's affidavit and it's got a stamp  
4 Cynthia Wallace in there. So in your letter  
5 you state that you're relieved of the mortgage  
6 based on the affirmation of Kurt Odenbach and  
7 the affidavit of Cynthia Wallace.

8 While I look for the affirmation of Mr.  
9 Odenbach, can you show me -- we already  
10 covered the order of reference, you've already  
11 stated under oath today that it does not use  
12 the words you're removed from the mortgage in  
13 that document?

14 A. Yes.

15 Q. So can you look through the affidavit of  
16 Cynthia Wallace and show me where her  
17 affidavit states that you are removed from the  
18 mortgage?

19 A. This isn't addressed to me. I'm not a  
20 defendant. I'm not on here.

21 Q. Okay. I'm not sure -- my question is you  
22 state in this letter that upon the affidavit  
23 of Cynthia Wallace, you were ordered to be  
24 removed from the mortgage obligation. I'm  
25 asking you where in that document it says you

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1       were --

2       A. This document I was not referring to when I  
3       filed this dispute.

4       Q. What document are you referring to?

5       A. The order of reference, this one.

6       Q. The order of reference, okay. You state three  
7       documents, you state order of reference,  
8       affirmation of Kurt Odenbach, and the  
9       affidavit of Cynthia Wallace as ordering you  
10      to be removed.

11             So what you're referring to in this  
12      email -- in this letter when you say I am  
13      ordered to be removed from the mortgage,  
14      you're saying that's pursuant to the order of  
15      reference, which we already discussed?

16      A. Yes. Not this one.

17      Q. Okay. And not the affirmation of Kurt  
18      Odenbach?

19      A. He is the one who advised me to -- that is --  
20      that's why I put affirmation of Kurt Odenbach.

21      Q. Right. But --

22      A. I had correspondence with Kurt Odenbach for  
23      this house. He said I will get you off of  
24      this, but this is the process.

25      Q. Okay. Understood. But when you're stating I

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1 am ordered to be removed from the mortgage,  
2 you are saying the order that you're referring  
3 to is the order of reference signed by Judge  
4 James Dylan?

5 A. Correct.

6 Q. Okay. And we went through that document and  
7 we don't need to go through it again, but you  
8 conceded the document doesn't use those words  
9 you are to be removed from the mortgage,  
10 correct?

11 A. The document doesn't say that -- the document  
12 says that I am not a defendant and I don't owe  
13 the money anymore. That is what the attorneys  
14 told me.

15 Q. Where did it say you didn't owe the money  
16 anymore in the order of reference?

17 A. Right here. Second last page, order that this  
18 action -- ordered that this action be in the  
19 same hereby as referred to as Jason Dipasquale  
20 as referee to ascertain and compute the amount  
21 due except attorneys fees to plaintiff in this  
22 action for principal and interest on the note  
23 and the mortgage, this all here.

24 Q. So where in what you are reading does it say  
25 you are not relieved --

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1 A. I'm not a defendant anymore. The bank  
2 alleviated me and said I don't have to pay  
3 this debt anymore. That is what Kurt Odenbach  
4 told me, he can get me out of the obligation  
5 of this mortgage and note, this is how he has  
6 to do it. He called me up, I remember I was  
7 sitting at Panera Bread and he said you're  
8 free and clear, got to wait for the paperwork.  
9 Mr. Odenbach called me and told me that.

10 Q. I understand what you believe to be the  
11 situation. I asked where in here does it  
12 specifically state you're relieved --

13 A. I can't interpret a legal document. I'm not  
14 an attorney.

15 MR. ANDREWS: He's asking you for the  
16 verbiage.

17 A. This is the verbiage, that.

18 Q. But you would agree this document does not  
19 state in specific words that you are relieved  
20 of the note and mortgage?

21 A. It doesn't say Mark Macris is relieved from  
22 the note and mortgage. It does not state that  
23 in the order of reference.

24 Q. Okay. Let's move on to -- back to Exhibit T,  
25 the second page of Exhibit T is a letter from



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1 SLS to you dated May 23, 2016. Have you seen  
2 that letter before?

3 A. Yep.

4 Q. And that's SLS's response to your inquiry that  
5 you should not be listed as owing the money on  
6 the note and mortgage, correct?

7 A. Correct.

8 Q. And in their letter, I'm not asking if you  
9 agree, they say that's incorrect, we  
10 determined you executed the note and mortgage  
11 and are responsible for the note and mortgage,  
12 correct?

13 A. That's what they're saying, correct.

14 Q. Okay. The next page, page 3, is another  
15 letter from SLS to you and to your ex-wife,  
16 Catherine Macris, it's dated July 28, 2016.  
17 Have you ever seen this document before?

18 A. Yes.

19 Q. Okay. My first question on this is the 270  
20 Miller Road address, I believe you said that  
21 is where you were living in 2013 to current,  
22 correct?

23 A. Yes.

24 Q. That's in Getzville?

25 A. Yes.

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1 Q. So if this letter is dated Amherst and not  
2 Getzville, would it still arrive?

3 A. Yes.

4 Q. So you received this letter?

5 A. Yes.

6 Q. And this is one of the letters you're  
7 referring to that you -- a similar letter  
8 initially triggered your inquiry that you got  
9 from SLS saying you owed money on this loan?  
10 Is that what this letter is saying?

11 A. One of the letters. I had online access to  
12 their -- see correspondence from them there,  
13 too.

14 Q. Okay. Moving to the next letter, which starts  
15 as dated September 15, 2016, again from SLS,  
16 this one is to -- addressed to you and to your  
17 ex-wife, again, at the 270 Miller Road  
18 address?

19 A. Mm-hmm.

20 Q. This is a letter discussing their review of  
21 loss mitigation options, or -- do you  
22 understand what that means, loss mitigation  
23 options? They're trying to look at ways to  
24 resolve the amounts due on the debt, right?

25 A. Mm-hmm.

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1 Q. And that's what this letter is explaining what  
2 they looked at?

3 A. Yes.

4 Q. And then the next letter, that letter was five  
5 pages, the next is dated August 29, 2016.

6 A. Mm-hmm.

7 Q. Again, addressed to you and your ex-wife,  
8 Catherine, at your address, 270 Miller Road,  
9 and this is a letter stating that they  
10 received documentation regarding mortgage  
11 assistance but they did not have all the  
12 documents they needed to process the  
13 application. That's what this is saying,  
14 right?

15 A. Yes.

16 Q. My question is did you submit loan  
17 modification application paperwork that  
18 generated this letter?

19 A. No.

20 Q. So as you sit here today, do you know why you  
21 received this response?

22 A. Because they called me and demanded my  
23 financial information. That's why.

24 Q. Okay. And did you provide it?

25 A. Absolutely not.

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1 Q. Okay. That covers that document because that  
2 letter goes to the very last page. Do you  
3 want to look at the very last page?

4 A. Mm-hmm.

5 Q. Have you ever seen this last page dated  
6 January 20, 2017?

7 A. Yes.

8 Q. Do you know what this is?

9 A. Acquisition or abandonment of secured  
10 property.

11 Q. Do you know what this means?

12 A. I really don't.

13 Q. Okay. All right. You can set that aside. Is  
14 it fair to say after you disputed SLS's credit  
15 reporting to you, their position was they were  
16 reporting it correctly because you still owed  
17 on the note and mortgage?

18 A. Yes.

19 Q. In your complaint you state that because you  
20 believe that reporting was incorrect, it  
21 affected your credit report, correct?

22 A. It destroyed my credit report.

23 Q. I am going to show you Defendant's Exhibits Q,  
24 R, and S. These are three letters that your  
25 attorney provided to SLS in discovery

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1 regarding credit decisions you received in  
2 2016. Have you seen these letters before, Q,  
3 R, and S?

4 A. Yes.

5 Q. Starting with Q, what is Q?

6 A. Q is a document from Capital One whereas I  
7 requested an increase on my credit line.

8 Q. Okay. And the result was they did not approve  
9 that?

10 A. Correct.

11 Q. Okay. And do they state anywhere on this  
12 letter that the reason they denied that credit  
13 line increase was because SLS was reporting  
14 you delinquent on your mortgage loan?

15 A. It's stating my credit score isn't high  
16 enough.

17 Q. Okay. So back to my question, no, they  
18 don't --

19 A. They don't reference SLS on this document.

20 Q. Okay. Taking a look at Exhibit R, can you  
21 identify what Exhibit R is?

22 A. Application from Bank of America.

23 Q. Okay. And this is Bank of America's denial  
24 letter to your application for a Bank of  
25 America cash rewards platinum plus Visa card,

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1 correct?

2 A. Yes.

3 Q. And this is denying it. Again, same question,  
4 did they state anywhere in Exhibit R that you  
5 were denied this credit card because SLS was  
6 reporting you as delinquent on your mortgage  
7 loan?

8 A. Doesn't state that, no.

9 Q. Okay. Turning to S, can you identify what S  
10 is?

11 A. Credit card application from Chase Bank.

12 Q. Okay. And this is a denial of that  
13 application. Again, my question, same as  
14 before, does it state specifically here you  
15 were denied because SLS was reporting you  
16 delinquent on your mortgage loan?

17 A. Yes.

18 Q. It does? Where does it state that?

19 A. It says I have a foreclosure or repossession  
20 or an early lease -- lease termination.

21 Q. Okay. I see that. I'm asking does it state  
22 anywhere SLS is reporting you?

23 A. No.

24 Q. You fairly point out that one of the -- the  
25 first item they state here is you have a

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1 foreclosure or repossession or early lease  
2 termination, right? That's a compound  
3 sentence?

4 A. Yes.

5 Q. It doesn't say which of those three, does it?

6 A. It doesn't say which of those three, but I  
7 know it was on my credit report.

8 Q. The letter itself doesn't say which of the  
9 three, right?

10 A. I don't know if -- I don't know the fair  
11 credit reporting act or anything about that.  
12 I don't know if a lender or bank or if you're  
13 going to go buy a car or apply for a credit  
14 card, to my knowledge, is that they can't  
15 specifically list the name of a creditor on a  
16 denied application. I don't know that. We  
17 can assume, but is a creditor allowed to be  
18 listed on a denial credit? I don't know.

19 Q. I don't want to assume. I want to go back to  
20 my question, that that's a compound sentence  
21 fragment, right?

22 A. Yes.

23 Q. So it's not identifying which of those three?

24 A. No, it's not.

25 Q. And in this there are three other sentence

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1 fragments, correct, as part of the denial  
2 decision?

3 A. Yes.

4 Q. The second is your credit report reflects  
5 charge-offs or bad debt?

6 A. Correct.

7 Q. To your knowledge, did SLS charge off your  
8 loan?

9 A. No.

10 Q. Do you know what bad debt collection is  
11 referring to in that statement?

12 A. I don't know.

13 Q. The next sentence fragment is your credit  
14 report reflects delinquent past, present  
15 obligations. Do you see that?

16 A. Yes.

17 Q. Do you know what that's referring to?

18 A. Sure.

19 Q. What's that referring to?

20 A. That I have trade lines on my credit report  
21 that I haven't paid.

22 Q. Okay. At that time, August 2nd of 2016, was  
23 SLS the only thing on your credit report that  
24 was delinquent?

25 A. No.



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1 Q. What else was delinquent at that time in  
2 August of 2016?

3 A. I had an American Express Card at that time  
4 that was delinquent.

5 Q. Anything else in August of 2016?

6 A. Specialized Loan Servicing, American Express,  
7 I had an auto loan that was paid but I had  
8 some missed payments on it. I don't remember  
9 all the other ones. There might have been one  
10 or two small accounts, but I remember I had a  
11 loan through Toyota Motor Credit that was paid  
12 in early 2013. The car wasn't repossessed but  
13 I had some late payments on that, and American  
14 Express and Specialized Loan Servicing.  
15 That's my best recollection.

16 Q. So as I'm understanding your testimony, in  
17 August of 2016, SLS reporting the mortgage  
18 loan delinquency was not the only delinquent  
19 reporting on your account, your credit report?

20 A. Correct.

21 Q. And the last line says credit report shows  
22 delinquency, public record, or bankruptcy. Do  
23 you see that?

24 A. Yes.

25 Q. Do you know what that means or is referring

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1 to?

2 A. I think it's a pretty broad statement.

3 Q. I agree.

4 A. I don't know. It just says there's  
5 delinquency, but it could refer to one of the  
6 other points.

7 Q. Okay.

8 A. It could refer to one of the other points, I  
9 have delinquency and that's a statement by  
10 Chase.

11 Q. Okay. As of August 2, 2016, had you ever  
12 filed for bankruptcy in your entire life?

13 A. No.

14 Q. Had you ever filed for bankruptcy?

15 A. No.

16 Q. Okay. You can set those aside. Showing you  
17 what has been premarked as Defendant's Exhibit

18 P. Okay. Have you ever seen Defendant's  
19 Exhibit P before?

20 A. Yes.

21 Q. And you'll agree Defendant's Exhibit P is  
22 comprised of two different documents, correct?  
23 It is comprised of a credit report as of  
24 May 19, 2016, and that constitutes the first  
25 17 pages, and then it includes a report dated

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1 July 27, 2016?

2 A. Yes.

3 Q. Okay. As you understand it, what are these  
4 two documents showing?

5 A. This is my credit report as provided by  
6 Experian dated 5/19/2016. The second document  
7 dated July 27, 2016, is a dispute result from  
8 a dispute I filed.

9 Q. Okay.

10 A. With Experian.

11 Q. Looking at the May 19, 2016, report, turning  
12 to page 7 of that report, at the top it's  
13 reporting on American Express, right?

14 A. Yes.

15 Q. And that's the credit card that you were  
16 referring to in your earlier testimony that  
17 you were delinquent on?

18 A. Precisely.

19 Q. And do you see in the payment status it's  
20 listed as charge-off?

21 A. Yes.

22 Q. Okay. Do you know what charge-off means?

23 A. Yes.

24 Q. What do you understand charge-off to mean?

25 A. Charge-off means that I still owe the money

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1 but the bank isn't actively or entity isn't  
2 actively pursuing me for the debt. They wrote  
3 it off but I still owe the money. That's what  
4 I know.

5 Q. I litigate in this area and I'll tell you that  
6 is the best answer I've heard a layperson give  
7 on a charge-off. Do you understand the credit  
8 score implications of a loan that's been  
9 charged off?

10 A. Yes.

11 Q. What do you understand the affect on your  
12 credit score of a charge-off loan?

13 A. 35 percent of your FICO score is your payment  
14 history. If you have a charge-off, your  
15 payment history is the highest percentage of  
16 how they tabulate your FICO or vantage. I  
17 don't even want to talk about vantage score,  
18 but 35 percent of your FICO score is from your  
19 payment history.

20 Now if you have a charge-off that will  
21 severely impact your credit score. I don't  
22 know by how many points, but it will impact  
23 your credit score.

24 Q. Another really good answer to a question that  
25 a lot of people don't understand.

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1 A. Thank you.

2 Q. Do you know approximately how long a  
3 charge-off stays on your credit report?

4 A. Seven years.

5 Q. Okay. So is it fair to say this would be  
6 considered a derogatory remark on your credit  
7 report?

8 A. Yes.

9 Q. And that this report would bring down your  
10 credit score?

11 A. Yes.

12 Q. And you stated you can't state and probably no  
13 one can how much brings that down?

14 A. Some expert probably can, but yeah.

15 Q. Down below it says Capital One?

16 A. Yes.

17 Q. This is an account that was -- it's listed as  
18 open 3/1/2012 and account status listed as  
19 closed, and in the payment status, do you see  
20 it says paid, was past due 150 days? Do you  
21 see that?

22 A. Yes.

23 Q. Do you recall this credit account?

24 A. Yes.

25 Q. And was it, in fact, delinquent more than

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1 150 days?

2 A. No.

3 Q. So this was an incorrect reporting on your  
4 credit report?

5 A. Yes.

6 Q. Okay. But as reported in May 19, 2016, that  
7 would be considered a derogatory remark,  
8 correct?

9 A. Correct.

10 Q. Turning to page 9, do you see child support  
11 enforcement at the bottom?

12 A. Mm-hmm.

13 Q. What is that?

14 A. I pay child support, \$200 a month for my  
15 daughter.

16 Q. Okay. So it states in payment status current,  
17 was a collection account, insurance claim,  
18 government claim, or terminated for default.

19 Do you know what that means?

20 A. No.

21 Q. Did you ever default on your child support  
22 payments?

23 A. No.

24 Q. Would you agree that as reported here that  
25 would be -- that could constitute a derogatory

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1 mark on your credit report?

2 A. Correct.

3 Q. Okay. Turning to page 10, credit first NA.

4 Do you see that?

5 A. Mm-hmm.

6 Q. It was an account opened on 8/1/2010 and it's  
7 marked as closed. Do you see the payment  
8 status, it says charge-off?

9 A. Yes.

10 Q. Is that an accurate reporting? Was that one  
11 charged off?

12 A. Yes.

13 Q. So that would have the same negative affect as  
14 the American Express charge-off in terms of it  
15 being a derogatory mark on your credit report?

16 A. A derogatory mark, yes.

17 Q. Okay. Page 12, Specialized Loan Servicing, do  
18 you see it states there past due amount,  
19 balance and payment status is listed as  
20 foreclosure, proceedings started?

21 A. Mm-hmm. Yes.

22 Q. And your position is that is an incorrect  
23 reporting because you believe to have been  
24 relieved from the note and mortgage  
25 obligations on that loan?

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1 A. Correct.

2 Q. Okay. Turning to the next page, page 13,  
3 looking at the Toyota Motor Credit, is this  
4 the one you're referring to that has the past  
5 due?

6 A. Correct.

7 Q. And it reflects past due 60 days?

8 A. Yes.

9 Q. And that account is now reflected as closed?

10 A. Yes.

11 Q. Is it your understanding that a past due  
12 60 days would be considered a derogatory mark  
13 on your credit report?

14 A. Yes.

15 Q. And the last one on this report, it's Verizon,  
16 and it's account status closed, and a payment  
17 status, it says legally paid in full for less  
18 than the full balance. Can you explain that  
19 one?

20 A. I'll try.

21 Q. Okay.

22 A. This account was my old phone service on  
23 Teakwood Terrace when I was married. My wife,  
24 going through a divorce, I believe what she  
25 did was she got rid of the Verizon service



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1        somehow, some way, they sent her a bill and  
2        she agreed on an amount that was owed. But  
3        Verizon had it in my name so it was reported  
4        on my credit.

5        Q. Okay. Is it your understanding that when you  
6        pay less than the full balancing on a loan to  
7        settle a debt that could be considered a  
8        derogatory mark on a credit report?

9        A. Unless you can get the creditor to agree to  
10       not report it that way.

11       Q. So unless you get that creditor, it would be  
12       considered a derogatory remark on a credit  
13       report?

14       A. I would say that's an inaccurate statement.

15       Q. Which part?

16       A. If I can get them to agree to not report any  
17       interrogatory mark on your credit report in  
18       writing, then that's not derogatory.

19       Q. If you can't get them to agree to report it as  
20       not paid in --

21       A. Yeah, then they could report it as potentially  
22       negative, which they did.

23       Q. Okay. So as reported on this credit report,  
24       that would be considered a derogatory mark on  
25       this credit report?

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1 A. Yes.

2 Q. Turning to the July report, again, we can go  
3 through these quicker. On page 4, the first  
4 item is the American Express, this is the  
5 charge-off we already discussed?

6 A. Yes.

7 Q. It's reporting it the same way?

8 A. Yes.

9 Q. And this notes that this account is scheduled  
10 to continue on record until March 20, '22. Do  
11 you see that?

12 A. Yes.

13 Q. So is it your understanding this remark will  
14 stay on until March of 2022?

15 A. That's what this report says.

16 Q. Turning to page 5, again, we have the  
17 charge-off for credit first NA?

18 A. Yes.

19 Q. Above that we have the child support report?

20 A. Yes.

21 Q. Next page, page 6, we have the Specialized  
22 Loan Servicing?

23 A. Yes.

24 Q. And one thing I want to note, on page 4 and 5,  
25 the American Express, the credit first, and

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1 the child support, the responsibility for each  
2 of those is listed as individual, correct?

3 A. Yes.

4 Q. And that means that account is fully in your  
5 name, right?

6 A. Yes.

7 Q. Whereas the SLS, you see it's a joint with  
8 Catherine Macris?

9 A. Yes.

10 Q. So it's your understanding you both signed the  
11 note and mortgage?

12 A. In 2008, yes.

13 MR. MCGRATH: Okay. And I think that  
14 ends that document. Okay. Let me take five  
15 minutes and then I will go to my last set of  
16 questions and we'll get out of here.

17 THE WITNESS: Okay.

18

19 (Recess taken)

20

21 BY MR. MCGRATH:

22 Q. Welcome back, Mr. Macris.

23 A. Thank you.

24 Q. During the break did you discuss the substance  
25 of your testimony today with anybody?

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1 A. No. Seth and I talked about the weather. I  
2 wanted to talk about the NFL draft but we ran  
3 out of time.

4 Q. To the extent you don't already like me a lot,  
5 I'm a Dolphins fan. Mr. Macris, I am going to  
6 ask you some final questions on the credit  
7 disputes that you had with SLS and the affect  
8 it had on your life. In your initial  
9 disclosure statement that your attorney  
10 provided, it's called 26A1 disclosure, you  
11 state that you will provide testimony  
12 regarding your conversations with co-workers,  
13 family, neighbors relative, I don't know if  
14 that's a typo, whether it's neighbors relative  
15 to telephone conversations or it's supposed to  
16 be neighbors and relatives, to telephone  
17 conversations and/or letters received from the  
18 defendant. Can you tell me what you -- what  
19 conversations you're referring to, which  
20 defendant and --

21 A. Can I see that?

22 Q. Yes.

23

24 (Exhibit V was marked for identification)

25

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1 Q. All right. Handing you what's been marked as  
2 Defendant's Exhibit V. As I said, this is the  
3 initial disclosure that your attorney filed on  
4 your behalf in this action where it states  
5 factual information that you intend to offer  
6 in this case. If you look on page 1, Mark  
7 Macris will provide testimony regarding the  
8 following.

9 We've covered A, we've covered B. I don't  
10 need to ask you about those. But it's C, you  
11 say his conversations with co-workers, family,  
12 neighbors relative to telephone conversations  
13 and/or letters received from the defendant.  
14 What are you referring to?

15 A. I discussed my matters with SLS with family  
16 members, friends, and the whole complete total  
17 dissatisfaction of this whole matter.

18 Q. Okay. So you say co-workers, family, and  
19 neighbors. Who are these co-workers, family,  
20 or neighbors that you discussed these matters  
21 with?

22 A. Okay. I will narrow it down to my family  
23 members. Do you want their names?

24 Q. I believe in your interrogatories you stated  
25 your mother and sister I believe?

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1 A. My mother, my sister, and my brother, and a  
2 couple of friends.

3 Q. And what are the friends? Who are the  
4 friends?

5 A. Frederick Stone.

6 Q. Who is Frederick Stone?

7 A. A friend of mine.

8 Q. Okay.

9 A. Charles Siminski, S-I-M-I-N-S-K-I.

10 Q. Okay. Anyone else?

11 A. I would say no.

12 Q. Are any of these people co-workers?

13 A. No.

14 Q. So did you have conversations with co-workers?

15 A. No, not with co-workers.

16 Q. Okay. Can you tell me about your  
17 conversations regarding your conversations and  
18 letters with defendant SLS that you had?

19 Let's start with your mother.

20 A. My mother is my mother, and I over the course  
21 of many months while this was going on, I  
22 mean, she was my shoulder to cry on, and she  
23 hoped -- obviously, I'm her son, I am her  
24 youngest son, she wishes for the best for me  
25 and a positive outcome.

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1 I spoke with her many times in person,  
2 over the phone, just relayed to her my  
3 feelings and my distress with this matter.  
4 Same with my sister.

5 Q. Okay. Let's start with your mother. Other  
6 than things you told her, does she have any  
7 independent information about your complaint  
8 that you filed, your federal complaint?

9 A. She knows what's going on.

10 MR. ANDREWS: She means factually.

11 Q. Other than things you told her, does she have  
12 factual information relevant to your claims in  
13 your complaint?

14 A. No.

15 Q. What about your sister?

16 A. No.

17 Q. Brother?

18 A. No.

19 Q. So for all three of those, you're referring to  
20 you telling them about what was going on with  
21 your credit issues?

22 A. Correct.

23 Q. They didn't have any independent factual  
24 information that they were sharing with you?

25 A. I didn't give them any documents or anything

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1       like that.

2       Q. And they didn't have any additional documents  
3       that would be relevant to this action?

4       A. No.

5       Q. Okay. What about Fred Stone?

6       A. No. Same with Fredrick and Charles.

7       Q. Okay. So all five of these people, what  
8       you're referring to here is you communicating  
9       information to them about your experiences?

10      A. Yes.

11      Q. So none of those five people have independent  
12      factual information relevant to the case?

13      A. No.

14      Q. Okay. Turning back to Exhibit A, the  
15      complaint. In paragraph 7, you state  
16      defendants, Experian and SLS, negligently and  
17      willfully violated various provisions of the  
18      FCRA and plaintiff is entitled to an award of  
19      actual damages, punitive damages, attorneys  
20      fees, and costs. I'm just going to ask you  
21      about the actual damages related to the credit  
22      reporting of SLS. Can you tell me what those  
23      actual damages are to you?

24               MR. ANDREWS: Just -- just with respect  
25      to the credit report you're asking?



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1 MR. MCGRATH: Yes.

2 Q. With the credit report, how SLS reporting you  
3 as delinquent on that loan and your view that  
4 you were relieved of those obligations, what  
5 are the damages that have resulted from that  
6 credit reporting?

7 A. Are you asking me for a monetary amount or --  
8 I don't understand.

9 Q. Either. Any damages you've suffered,  
10 financial, emotional, any other type of damage  
11 that I can't contemplate?

12 A. Emotional.

13 Q. Can you tell me a bit more about the emotional  
14 damages? What kind of emotional damages are  
15 you referring to?

16 A. Emotional damages to me.

17 Q. That damage being what?

18 A. Fear, anxiety, not able to sleep, not able to  
19 adequately provide for my children. I'm a  
20 single father with two children, problems  
21 concentrating on work. I'm going to elaborate  
22 on that quite a bit. My job requires me --  
23 I'm a field inspector for New York State  
24 Workers' Comp. My job is to go to companies  
25 directed by the New York Board to verify

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1 operations for classification of risk. Are  
2 you familiar with that?

3 Q. Not really.

4 A. I don't want to bore you with New York State  
5 Workers' Comp. That's my expertise.

6 Q. Whatever you need to tell me to explain your  
7 fear, anxiety, sleep --

8 A. I'm going to tell you because it's my  
9 expertise. In New York State and other states  
10 companies are classified for Workers' Comp.  
11 Way back in 1914 when this system was  
12 established, by law companies are required to  
13 carry coverage, which we all know, but when  
14 you pay for your premiums it's based on what  
15 type of work that you do, whether you're a  
16 restaurant, manufacturing company, a machine  
17 shop, there's over 600 different  
18 classifications of work in the State of New  
19 York.

20 My board handles the classification  
21 system. I am a field employee. I work in  
22 Western New York, so I get assignments to me  
23 to go visit companies. I don't make  
24 appointments. I'm an inspector. By insurance  
25 law and their contract, they have to abide by

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1 a board inspection.

2 So my job is to walk into a big  
3 manufacturing company, I have business cards,  
4 I have an ID card, and I have a badge. I tell  
5 them who I am, purpose of my visit, and I ask  
6 to meet with somebody who has an understanding  
7 of the business operations. Not many people  
8 can do my job, sir. I might get called into a  
9 boardroom and sit in front of eight or nine  
10 people questioning who I am, why I'm here, and  
11 my organization in general.

12 Like I said, not many people can do my job  
13 to develop a quick rapport with these people  
14 and tell them the purpose of my visit. This  
15 thing put me through, excuse my language,  
16 hell. I couldn't sleep at night, my blood  
17 pressure was up, probably 150 to 160.

18 And yes, I was a trained EMT. I worked  
19 ten years on an ambulance, so I can definitely  
20 attest to having high blood pressure and know  
21 what the ramifications and affect of a high  
22 blood pressure are.

23 So a lot of times I lost my composure.  
24 Here I am sitting in a meeting with ten  
25 people, they're all starting at me wanting to

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1 know why I'm here, and my job is to ask  
2 specific questions to a company to do a  
3 verification of operations and to develop that  
4 quick rapport.

5 I lost my composure, I froze up quite a  
6 few times. I had to -- tense, and the anxiety  
7 overtook me quite a bit. So not only do I  
8 have to develop a quick rapport with people, I  
9 have to ask definitive questions about a risk  
10 or operation. More or less I have to verify  
11 what they do, what their process is, what do  
12 they make, what are the raw materials, what  
13 types of equipment do they have, how many  
14 employees work in their operation.

15 Not only that, I have to generally do a  
16 walkthrough of the facility to do verification  
17 and document raw materials, equipment, and  
18 gather all this information together. Not  
19 only that, but correspond with the insured,  
20 which is the company, to let them know the  
21 purpose of my inspection.

22 There's two folds to this. Not only did I  
23 have problems with my job of going to  
24 companies to do this, I had to make repeat  
25 visits, phone calls. The third part of it is

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1 once I gathered my information on this  
2 company, I have to develop a comprehensive  
3 report. Very interesting.

4 I have to take my written notes, my  
5 documents, and file a report based on what  
6 they tell me, their operations, what they do,  
7 raw materials, how they build products,  
8 whatever. That information has to go to  
9 Manhattan. So I have to do that.

10 That's my job. If they have questions  
11 about my reports or anything, they get back to  
12 me. They send me an email back, Mark, we need  
13 you to clarify this operation or it's being  
14 returned for whatever reason.

15 This whole thing devastated me. I  
16 couldn't sleep at night, anxiety, high blood  
17 pressure. I had problems doing my job. Not  
18 only that, I had my children to take care of.  
19 I have a ten-year-old daughter who is my life.  
20 My son is 18 now, and he's kind of on his own.  
21 But when you're a single father, you have to  
22 provide for your children.

23 I don't have a wife or relatives that I  
24 live with. When those people demanded my  
25 financial information, demanded, this Tony,

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1 arrogant -- I'll start swearing about it.  
2 Arrogant SOB. We need this, we need that.  
3 Like no, you're not getting my financial  
4 information.

5 How do I know you're not going to garnish  
6 my wages, call my work, take my car? What  
7 happens if they take my car, it's a  
8 possession, you owe \$153,000 or whatever, how  
9 do I know they're not going to do that? If I  
10 don't have a car, sir, how am I going to work?  
11 So that's what it did to me when I was  
12 working.

13 And of course I had to come home and take  
14 care of my children. I suffered immensely. I  
15 leaned on my family and friends, as stated in  
16 the names that I gave you. Anxiety, fear,  
17 embarrassment, humiliation. Humiliation. I  
18 was cleared of this and I got these people  
19 calling me, sending me letters, documents, you  
20 owe this money.

21 No, I don't. They call me, your house is  
22 getting foreclosed on September 27, 2016, what  
23 are you going to do about it? That's how I  
24 felt. It still bothers me. How do I know  
25 they're still not going to come after me for

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1 this debt? That's how I felt, and I still  
2 feel this way. It's a very sore subject with  
3 me. It will bother me for the rest of my  
4 life. Any other questions?

5 Q. Yes. Did you ever receive treatment for let's  
6 start with anxiety?

7 A. No.

8 Q. Were you ever diagnosed clinically with  
9 anxiety?

10 A. No.

11 Q. Were you ever prescribed medication for  
12 anxiety?

13 A. No.

14 Q. What about loss of sleep? Were you ever  
15 diagnosed with insomnia?

16 A. No.

17 Q. Were you ever treated for insomnia?

18 A. No.

19 Q. Were you ever prescribed medication for  
20 insomnia?

21 A. No.

22 Q. What about fear? Were you ever diagnosed with  
23 a mental health issue colloquially defined as  
24 fear or excessive fear?

25 A. No.

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1 Q. Ever treated for it?

2 A. No.

3 Q. Prescribed any medication for it?

4 A. No.

5 Q. Were you ever formally diagnosed with high  
6 blood pressure?

7 A. No.

8 Q. Were you ever --

9 A. I could say myself.

10 Q. Other than yourself, were you --

11 A. No.

12 Q. Were you ever treated for high blood pressure  
13 medically?

14 A. No.

15 Q. Were you ever prescribed any medications for  
16 high blood pressure?

17 A. No.

18 Q. Did you experience any of these conditions,  
19 fear, anxiety, loss of sleep, high blood  
20 pressure, when you were going through your  
21 divorce?

22 A. No.

23 Q. None of them?

24 A. Not really, no.

25 Q. Were you ever diagnosed -- you said you had



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1 problems at work, keeping your focus. Were  
2 you ever diagnosed with attention deficit  
3 disorder?

4 A. No.

5 Q. Were you ever treated for it?

6 A. No.

7 Q. Were you ever prescribed medication for it?

8 A. No.

9 Q. Okay. You mentioned phone calls from SLS and  
10 your worries about things that they -- that  
11 you wondered as to what they would do, such as  
12 taking your car. Did they ever explicitly  
13 threaten to take your car?

14 A. No.

15 Q. Did they ever explicitly threaten to garnish  
16 your wages?

17 A. No.

18 Q. Did they ever explicitly threaten you with a  
19 recourse to collect that debt other than  
20 foreclosure?

21 A. They threatened me with foreclosure, they  
22 threatened me to get my financial information.  
23 I'm not going to ask them what they're going  
24 to do with the financial information, but I'm  
25 assuming, this is an assumption, is that if I

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1 give them my financial information, bank  
2 accounts, retirement accounts, my work, how do  
3 I know they're not going to go after my  
4 income, my work, my possessions? I don't know  
5 that.

6 Q. Okay. That's your speculation, though? They  
7 didn't --

8 A. Speculation and assumption, correct.

9 Q. Did you lose any business deals as a result of  
10 being denied a business loan because of your  
11 credit score?

12 A. I don't have a business.

13 Q. So the answer would --

14 A. No.

15 Q. From 2009 until the filing of your complaint,  
16 did you ever have a purchase offer on a piece  
17 of property, real property?

18 A. No.

19 Q. So is it fair to say you didn't have any  
20 mortgage loan application denied from 2009  
21 until the time you filed the complaint?

22 A. Correct.

23 Q. And we went through the credit report. There  
24 were other things on your credit report that  
25 reflect derogatory marks on your credit?

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1 A. Yes.

2 Q. At the time you filed the complaint April 28th  
3 of last year, did you have any other debts  
4 besides the debt of issue in this case?

5 A. As far as?

6 Q. Personal or real property debt, any debts  
7 whatsoever?

8 A. Some credit card debt.

9 Q. As of the time you filed this complaint  
10 April 28, 2017, do you recall approximately  
11 the balances you owed on those debts?

12 A. From 2017 until now?

13 Q. No. As of 2017, April 28, 2017, when you  
14 filed the complaint, do you recall  
15 approximately how much debt you had?

16 A. My car loan, some credit card debt, maybe 10  
17 to 15,000 with the car loan and some credit  
18 card debt in April of 2017.

19 Q. Okay. And as of April 28, 2017, what was your  
20 annual income for the previous year, 2016 at  
21 your current position approximately?

22 A. 65,000.

23 Q. And how much as of April 28, 2017, were your  
24 housing costs for your address at 270 Miller?

25 A. \$800 for the house, utilities, couple hundred

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1 dollars for utilities, insurance.

2 Q. So 800 is the rent exclusive of utilities?

3 A. Yes. The house is owned by my sister and I'm  
4 renting the house.

5 Q. Okay. Mr. Macris, if you didn't understand my  
6 questions today, you told me that, correct?

7 A. Yes.

8 Q. Okay. So unless you told me that, can I  
9 assume you understood my questions today?

10 A. Yes.

11 Q. Are there any answers you provided today that  
12 you'd like to change at this time?

13 A. Not at this time, no.

14 Q. Have you told me everything that you believe  
15 to be critical in support of your claim in  
16 your complaint?

17 A. Yes.

18 Q. Are there any other documents you could review  
19 or look at that would provide me more  
20 information?

21 A. Not at this time, no.

22 Q. Is there anything else you'd like to tell me  
23 about this case?

24 A. Well I think I explained the emotional damages  
25 that this caused me. I'm going to reiterate

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1 that information a little bit more. I am  
2 still suffering from it and talking to my  
3 friends, family, helps. I'm one of those  
4 people that believe in you have to take care  
5 of yourself and I just -- it's tough being a  
6 single father enough and raising children by  
7 myself, but I'm working my way through it.  
8 That's all.

9 MR. MCGRATH: Subject to the  
10 possibility, and I don't think it's a high  
11 one, that I would need to reopen it based on  
12 the letters that he provided, and I say that  
13 because there was one letter, all be it later  
14 in time --

15 MR. ANDREWS: Yeah. We'll have him  
16 search through for something else he has that  
17 he didn't produce. We'll send it over to you.

18 MR. MCGRATH: Yeah. Subject to me  
19 needing to ask additional questions, which I  
20 think is low, I have no further questions.

21  
22 (Deposition concluded at 2:06 p.m.)

23 \* \* \* \* \*

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1 STATE OF NEW YORK)

2 ) ss

3 COUNTY OF ERIE )

4  
5 I, Shannon Gallagher, Notary Public, in and  
6 for the County of Erie, State of New York, do  
7 hereby certify:

8 That the witness whose testimony appears  
9 hereinbefore was, before the commencement of  
10 their testimony, duly sworn to testify the  
11 truth, the whole truth and nothing but the  
12 truth; that said testimony was taken pursuant  
13 to notice at the time and place as herein set  
14 forth; that said testimony was taken down by  
15 me and thereafter transcribed into  
16 typewriting, and I hereby certify the  
17 foregoing testimony is a full, true and  
18 correct transcription of my shorthand notes so  
19 taken.

20 I further certify that I am neither counsel  
21 for nor related to any party to said action,  
22 nor in anyway interested in the outcome  
23 thereof.

24 IN WITNESS WHEREOF, I have hereunto  
25 subscribed my name and affixed my seal this  
4th day of May, 2018

*Shannon Gallagher*

-----  
Shannon Gallagher  
Notary Public-State of New York



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